

## Purchase Order Terms and Conditions

This Purchase Order for goods and/or services, as applicable ("Order") is neither an expression of acceptance of any offer made to Buyer by Seller nor a confirmation of any contract between Buyer and Seller. This Order is an offer to the Seller to contract on the terms set forth on the face of the Order and herein, and such offer expressly limits acceptance by Seller to the terms set forth. Any additional or different terms proposed by Seller are specifically rejected, unless otherwise expressly agreed to in a writing signed by an authorized representative of Buyer.

### TERMS OF PURCHASE ORDER

#### 1. CONFIDENTIAL RELATIONSHIP.

Seller agrees to treat as strictly secret and confidential and to use only for the purposes of filling this Order, all procedures, specifications, drawings, blueprints, nomenclature, samples, models, photographs, engineering information, manufacturing information and other information supplied by Buyer, any service reports, all data and information, and inventions generated from performance of the services in connection with this Order (including documentation, biological and chemical materials and other tangible materials regardless of the form in which originally created or thereafter stored) ("**Confidential Information**"). Unless the written consent of Buyer is first obtained, Seller shall not in any manner advertise, publish or release for publication any statement, article or presentation stating that Buyer has a business relationship with Seller under this Order, quoting the opinion of any employees of Buyer, disclosing results, data, Confidential Information or materials generated or generated under this Order. Seller shall not disclose any information relating to this Order to any person not entitled to receive it. Upon completion of all work under this Order, Seller shall, upon the demand of Buyer, promptly return to Buyer all Confidential Information furnished to Seller in connection with this Order, together with all copies or reproductions then in Seller's possession or control.

#### 2. ACCEPTANCE.

Commencement of Performance pursuant to this Order constitutes acceptance hereof by Seller. If specified delivery or completion dates cannot be met, Seller shall notify Buyer promptly of Seller's best alternative proposed delivery or completion date, which Buyer may accept or reject. The terms of this Order may not be modified, superseded or amended except in a writing signed by an authorized representative of Buyer. Each shipment of goods and/or delivery of services received by Buyer shall only be upon the terms of this Order, notwithstanding any terms contained in any quotation, acknowledgment, invoice or other form of Seller or Buyer's acceptance of, or payment for, any shipment, services or any other act. Buyer shall not be deemed to have accepted any goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. For the avoidance of doubt no inspection or testing by Buyer whether before or after delivery of the goods nor the signing of any delivery not or other document acknowledging physical receipt of any goods shall be deemed to constitute or evidence acceptance or approval of the goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of Buyer's rights either to cancel or return all or any part thereof where the goods are found to be defective or not in accordance with the Order.

#### 3. PERFORMANCE.

Time and rate of performance are of the essence of this Order. Buyer reserves the right to cancel the Order and reject the goods and/or terminate the services upon default by Seller in item, rate, manner of delivery, or performance. Buyer also reserves the right to refuse to pay for services not ordered on the face of this Order and/or to refuse shipments made in advance of the schedule of deliveries appearing on the face of this Order. Except for quantities of goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of goods in excess of the amount ordered may not be accepted, and such excess goods may be received, held and returned to Seller by Buyer at Seller's risk and expense. Overshipment allowances, if authorized, will be applied to the individually scheduled delivery overshipments at the discretion of Buyer. Undershipment allowances, if authorized at the discretion of the Buyer, will be applied to the entire Order. If Buyer agrees to reimburse Seller for travel expenses incurred in performance of the services, Buyer will only reimburse Seller for reasonable travel expenses and Seller must comply with Buyer travel policies. Seller agrees that it shall keep accurate records in sufficient detail to enable the amounts due to Seller hereunder to be determined. A representative of Buyer may have access upon reasonable notice and during ordinary business hours to such of Seller's records and facilities as may be necessary to determine the correctness of charges under this Order or compliance with all applicable laws and regulations in accordance with the terms of this Order.

#### 4. PERSONNEL.

Seller shall be solely responsible for employing personnel and obtaining the equipment and supplies necessary to provide the services, except as may be otherwise stated on the face of this Order. Seller warrants and agrees that employees shall have sufficient skill, knowledge, and training to perform the services and that the services shall be performed in a professional and workmanlike manner in accordance with the highest standards of the industry. Seller shall pay its employees wages or salaries, provide workers' compensation insurance and pay all taxes and contributions which an employer is required to pay or provide relating to the employment of employees. Seller shall not subcontract or assign any services without the prior written consent of Buyer.

#### 5. INDEPENDENT CONTRACTOR.

The parties hereto are independent contractors and nothing contained in this Order shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Both parties agree that they shall neither have the power nor right to bind or obligate the other, nor shall either hold itself out as having such authority. Seller represents and warrants to Buyer that Seller is not a party to any agreement which would prevent it from fulfilling its obligations under this Order.

#### 6. COMPLIANCE WITH LAW.

Seller shall comply with the provisions of any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards, United Kingdom Accreditation Service ("**UKAS**") and all other legislation for the time being in force relating without limitation to the manufacture (including raw materials or chemicals used in the production process), packaging, delivery, carriage, storage, installation and use of the goods and/or services, including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health (collectively, "**Applicable Law**"). Seller shall, following Buyer's reasonable request, certify such compliance to Buyer in writing.

#### 7. RESPONSIBLE PROCUREMENT.

Seller will provide goods and/or services under this Agreement in compliance with all Applicable Law and with the Buyer/AstraZeneca Code of Conduct which can be found at <http://www.astrazeneca.com/Responsibility/Working-with-suppliers>. Seller will require its suppliers and subcontractors to comply with applicable laws and regulations and with the Buyer/AstraZeneca Code of Conduct. Seller agrees that this section is a material term of this Order and Buyer may terminate this Order if Seller fails to comply with this section.

#### 8. PACKING.

Shipments shall be properly packaged and shipped only by licensed carrier over the least expensive route, unless otherwise instructed. Seller shall be responsible for safe packing which must conform to the requirements of carriers' tariffs and all Applicable Law. Seller shall separately number all cases, packages, etc., showing the corresponding numbers on all invoices. An itemized packing slip, bearing Buyer Order number shown on this Order, must be placed in each container. Unless otherwise provided herein, no charge shall be made by Seller for containers, crating, boxing, storage or other packaging requirements.

#### 9. PRICE AND PAYMENT.

Prices or billing amounts shall not exceed the price stated on the Order without the prior written consent of Buyer. The prices stated include packing, crating and transportation F.O.B. destination unless otherwise stated on the face of this Order. Seller agrees that any price reduction applicable to the ordered goods subsequent to the order but prior to delivery will be applicable to this Order. Seller shall mail the invoice for the goods to Accounts Payable department care of the address noted on the face of the Order. Buyer's Purchase Order number shall be quoted clearly on each invoice and on all invoice correspondence and advice notes. The cash discount period will date from Buyer's receipt of the ordered good or from the date

of the invoice, whichever is later. Buyer reserves the right to refuse any shipments sent C.O.D. and to dishonor any draft, and all goods attendant therewith are at Seller's risk. Except for charges to taxes as provided herein below, Buyer will not be responsible for any charge not shown on the face of this Order without Buyer's prior written consent to such charges.

#### **10. TITLE AND RISK OF LOSS.**

Title to all goods to be delivered hereunder shall remain in Seller until such goods are delivered to Buyer at the F.O.B. point specified on the face of this Order. All risk of loss or damage to goods to be delivered by Seller hereunder shall be upon Seller until title to such goods passes to Buyer, and Seller shall bear all risk of loss or damage to goods rejected by Buyer after notice of rejection, until such goods are redelivered to Buyer, except for the loss of, destruction of, or damage to such supplies resulting from the gross negligence of officers, agents, or employees of Buyer acting within the scope of their employment.

#### **11. CHANGES.**

Buyer may at any time, by written order, without notice to any surety, make changes or additions within the general scope of this Order in or to drawings, designs, specifications, instructions for work, method of shipment or packing, or time and place of delivery. If any of such changes causes an increase or decrease in the cost of, or the time required for, performance of this Order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Order. Nothing herein shall excuse Seller from proceeding with the contract as changed.

#### **12. TERMINATION.**

Buyer may, at any time, terminate this Order for its convenience, in whole or in part, by written notice or verbal notice confirmed in writing to Seller. If so terminated, any claim of Seller shall be settled on the basis of and limited to the reasonable cost incurred by Seller prior to Buyer's notice. Any claim by Seller for such adjustments must be asserted within thirty (30) days, or such other period as may be agreed upon in writing by the parties, after Seller's receipt of notice of the termination. In addition, Buyer may immediately terminate the Agreement without payment of compensation or other damages caused to Seller solely by such termination by giving notice in writing to Seller if any one or more of the following events happens: (i) Seller commits a material breach of any of its obligations under these Conditions which is incapable of remedy; (ii) Seller fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of thirty (30) days; (iii) Seller proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to Seller under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by Seller or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors; or (iv) any of the following occur: (1) Seller is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or (2) Seller calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or (3) Seller presents, or has presented, a petition for a winding up order; or (4) an application to appoint an administrator is made in respect of Seller or a notice of intention to appoint an administrator is filed in respect of Seller; or any other 5steps are taken by Seller or any other person to appoint an administrator over Seller; or (5) Seller has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or (6) Seller takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it. The termination of the Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. Upon termination of the Agreement for any reason whatsoever: ((subject to (ii) above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this paragraph (iii), any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and Seller shall immediately return to Buyer (or if Buyer so requests by notice in writing, destroy) all of Buyer's property in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information. The term of this Order shall commence as of the date of acceptance of the Order by Seller (the "Effective Date") and, unless terminated by either party as provided in this Order, shall continue for one year from the Effective Date unless otherwise stated in this Order. This Order may be terminated by either party upon fifteen (15) days prior written notice if the other party becomes insolvent, is

dissolved or liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it (and does not obtain a dismissal within ninety (90) days) a petition in bankruptcy, or has a receiver or administrator appointed for it or a substantial part of its assets. Upon termination of this Order, Seller and Buyer shall cooperate to provide for an orderly conclusion of the services and/or goods provided by Seller hereunder.

#### **13. INTELLECTUAL PROPERTY RIGHTS.**

Seller warrants that the goods do not infringe upon or constitute an unauthorized use of any patent, trade secret, copyright or other intellectual property right, and Seller agrees: (i) to defend, at Seller's expense, all claims, suits, actions or proceedings, in law or equity, against Buyer, its successors, assigns, customers and users of any of the goods, of actual or alleged infringement or unauthorized use of any such patent, copyright, trade secret or (ii) to pay and discharge any and all judgments, decrees, penalties and settlements which may be rendered or reached in any and all such claims, suits, actions or proceedings against the Buyer, its successors, assigns, customers and users. As between Seller and Buyer, Buyer shall own all rights, title, and interest (without the consent of and without accounting to the Seller) in and to any inventions, discoveries, and/or know how, whether or not copyrightable or patentable, which are made, conceived, reduced to practice, or discovered by Seller, solely or jointly with others, as a result of performing services under this Order or which are based on Buyer's Confidential Information (collectively, "Inventions"). In addition, a copyrightable Invention shall be considered a "work made for hire" under the United States Copyright Act. Seller agrees to assign and to undertake all acts reasonably necessary or useful to cause to be assigned to Buyer all rights, title, and interest in and to the Inventions anywhere in the world. If Seller is unavailable for any reason to undertake such acts, Buyer may exercise the following power of attorney: Seller hereby appoints Buyer as his agent and attorney-in-fact, with the power to act for and on Seller's behalf, solely to execute such papers and do all other lawful acts reasonably necessary or useful to file, prosecute, maintain, perfect and secure for Buyer the rights to Inventions described above.

#### **14. QUALITY ASSURANCE - WARRANTIES.**

Seller warrants that any goods delivered pursuant to this Order shall be of good materials and workmanship, free from defects, and shall conform to the specifications, drawings or samples specified or furnished to Buyer. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. Seller also warrants that all goods delivered hereunder shall be merchantable and fit for their intended purpose.

#### **15. DEFECTIVE GOODS OR SERVICES.**

If any of the goods or services fails to comply with any term of this Order, Seller shall promptly correct such discrepancy or replace such goods or re-perform such services at Seller's expense following notice of such discrepancy from Buyer. If Seller shall fail to so act within five (5) days of such notice, Buyer may cancel this Order as to all such goods and/or services by giving Seller notice, and in addition to its rights and remedies hereunder and at law and equity, Buyer may, at its option, cancel the then remaining balance of this Order by notice to Seller and all such goods and/or services will be held at Seller's risk until the discrepancy is corrected or such goods are returned to Seller. Buyer may, and at Seller's direction shall, return such goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment made by Buyer for such goods shall be refunded by Seller, unless Seller promptly corrects the discrepancy or replaces the goods at Seller's expense.

#### **16. INSPECTION AND ACCEPTANCE.**

All goods and services are subject to Buyer's inspection, testing and approval, both at Seller's plant and at Buyer's point of destination. Buyer reserves the right to reject and refuse any acceptance of any goods or services which do not comply with all the terms of this Order. Acceptance, payment, use for resale of the goods by Buyer shall not release Seller of any Seller's obligations, representations or warranties hereunder. Payment for any goods shall not be deemed an acceptance thereof. If Seller does not arrange for disposition within thirty (30) days after notification, Buyer may dispose of such goods at Seller's expense.

#### **17. INDEMNIFICATION AND INSURANCE.**

Seller shall indemnify Buyer, its affiliates, directors, officers and employees for any and all damages, costs, expenses and other liabilities, including reasonable attorney's fees and court costs, arising under this Order or out of Seller's performance of the Services to the extent that any such claim is caused by Seller's negligence, recklessness, willful misconduct, failure in performing its obligations, or any breach of any warranty or representation under this Order. Seller shall maintain

in effect during the term of this Order, general liability insurance and shall provide Buyer with a certificate evidencing such insurance upon request by Buyer.

#### 18. FABRICATION AND MATERIAL COMMITMENT.

Buyer shall not be responsible for any of Seller's commitments for materials or fabrication in advance of the time necessary to meet delivery dates specified herein unless agreed to by Buyer in writing in advance.

#### 19. CONTRACTOR COMPLIANCE.

Buyer is a subsidiary of MedImmune, LLC. MedImmune, LLC is an equal employment opportunity employer and is a U.S. Government federal contractor. To the extent this Order would be considered a second-tier subcontract under any agreement between Buyer and MedImmune, LLC, under MedImmune, LLC's prime contract with the U.S. Government, and to the extent such representations, certifications and other terms and conditions do not conflict with the laws of England, Seller agrees to the representations, certifications and other terms and conditions that MedImmune, LLC is required to flow down to Buyer, and Buyer is required to flow down to Seller, under such prime contract(s), and Seller agrees to execute any documents reasonably requested by Buyer confirming the same. With respect to any Order issued to Seller to furnish supplies or services to Buyer in support of MedImmune, LLC's performance of a federal prime contract, the Seller certifies through acknowledgment or other acceptance of this Order that Seller and/or any of its Principals, (as defined in U.S. Federal Acquisition Regulation ("FAR") 52.209-5, 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. By acceptance of this Order, Seller agrees to comply with the "Flow Down Requirements" terms and conditions found at <http://www.medimmune.com/responsibility/compliance/government-contract-terms-and-conditions> which are incorporated by reference herein, that are applicable to this Order based upon the prime contract(s) under which the work is being performed and the type of contract provided for by this Order, i.e., Commercial Item, Fixed Price, or Flexibly Priced. Moreover, Seller agrees to incorporate by reference and comply with each Government Subcontracting Representation and Certification that Seller made to Buyer prior to the issuance of this Order.

#### 20. MATERIAL FURNISHED OR PAID FOR BY BUYER.

All designs, patterns, formulas, samples, equipment or the material provided by Buyer or obtained or prepared by Seller at Buyer's expense shall be and remain the property of Buyer, shall be clearly marked as Buyer's equipment, shall be used solely to meet Buyer's requirements, shall be maintained by Seller in good working order and condition at Seller's expense and held at Seller's risk while in Seller's custody and, upon, completion of delivery hereunder or upon termination of this order, shall be returned or delivered to Buyer at Seller's expense in good working order and condition within thirty (30) days after completion or termination.

#### 21. TAXES.

Except as otherwise provided, the prices stated do not include sales, use, excise or similar taxes applicable to the sale of goods. All such taxes and charges shall be shown separately on Seller's invoice. All sums payable under the Order are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

#### 22. ASSIGNMENT.

Seller shall not delegate any duties nor assign any rights or claims under this Order without the express prior written consent of Buyer. Any assignment or delegation made without Buyer's consent shall be null and void. Buyer may assign its respective rights and transfer its respective duties to any assignee of all or substantially all of its business (or that portion thereof to which this Order relates) or in the event of its merger or consolidation or similar transaction.

#### 23. REMEDIES.

No remedy provided herein shall be deemed exclusive of any other remedy available at law or equity. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for set off or counterclaim arising out of this or any other of Buyer's Orders to Seller. In the case of conflict between the provisions of this Order and a signed agreement concerning the same transaction for goods and/or services covered by this Order, the provisions of the signed agreement will prevail.

#### 24. GOVERNING LAW.

This Order and the acceptance of it shall, as provided herein, constitute a contract made in, and to be governed in all respects, by the laws of England. Any dispute arising under or in connection with this Order shall be subject to the exclusive jurisdiction of the English courts to which the parties to this Order hereby submit.

#### 25. NOTICES.

Any notice required or otherwise given pursuant to this Order shall be in writing and shall be hand delivered, mailed certified mail, return receipt requested, postage prepaid or by recognized delivery service. Any notice to Buyer shall be addressed to the contact person so noted on the Order. Any notices to Seller shall be directed to the address of the Seller shown on the face of the Order.

#### 26. SEVERABILITY.

If any provision of this Order is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent address of the Seller shown on the face of the Order required, be severed from this Order and rendered ineffective as far as possible without modifying the remaining provisions of this Order, and shall not in any way affect any other circumstances of or the validity or enforcement of this Order.

#### 27. ADVERSE EVENT REPORTING.

In performing the Services, Supplier shall be required to report adverse events to MedImmune in accordance with MedImmune policies and procedures. Such policies and procedures include maintenance of records and training for Supplier employees and/or agents (including authorized subcontractors) that may be exposed to Adverse Events and Product Complaints or may be engaged in feedback or communication of Adverse Events or Product Complaints.

Applicable Supplier employees and agents will complete an Adverse Event Reporting Training Program developed and provided by MedImmune prior to beginning designated projects on behalf of MedImmune, which shall include training with regard to MedImmune policies and procedures on reporting Adverse Events. Successful completion and documentation of this training is required annually for those Supplier employees and/or agents supporting designated projects. Additional training may be required at MedImmune's discretion. Supplier shall maintain records of successful adverse event training completion for all employees supporting MedImmune projects.

Supplier shall forward to MedImmune any information that Supplier obtains from a customer regarding an Adverse Event as defined below. The Supplier employee is responsible for reporting the Adverse Event to a MedImmune representative by calling the toll free Hot Line at 1-877-633-4411, unless another entity to which the report is to be sent is specified in the Agreement and agreed procedures set forth in the Agreement. Supplier shall forward the patient initials, patient number identification, physician phone number, drug product name and a brief description of the Adverse Event via the toll free Hot Line. The notification and reporting of all Adverse Events to MedImmune should be within one business day of receipt/ awareness of the Adverse Event.

Adverse Event Definition. An Adverse Event ("AE") is any untoward medical occurrence in a patient or clinical investigation subject administered a pharmaceutical product and that does not necessarily have a causal relationship with this treatment. This includes the following:

- (a) an adverse event occurring in the course of the use of a product in professional practice;
- (b) an adverse event occurring from abuse/misuse of the product;
- (c) an adverse event occurring from the withdrawal of the product;
- (d) any significant failure of expected pharmacological action;
- (e) any accidental exposure (with or without an AE);
- (f) any medication error, with or without an AE (i.e., administration of expired product);
- (g) any overdose with the use of the product;
- (h) any pregnancy with the use of the product;
- (i) any exposure during breastfeeding;
- (j) any suspected transmission of infectious agents;
- (k) an unexpected therapeutic or clinical benefit from use of the product.

Supplier shall, on an ongoing basis, review its compliance with MedImmune's Adverse Event training requirements and reporting processes and shall notify MedImmune of any deviation from such training requirements or reporting processes.