

## Romer Labs, Inc. General Supply Conditions for Goods and Services

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These General Supply Conditions apply to and form an integral part of all requests for proposal, quotations Purchase Orders, and Order Confirmations. ROMER expressly rejects the applicability of any other general terms and conditions or stipulations of Buyer.

- 1. CONTROLLING DOCUMENT**-The acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, and ROMER Labs, Inc. ("ROMER") agrees to furnish goods (the "Products") only upon these terms and conditions. This document constitutes the entire agreement between the parties. Differing terms and conditions shall require a separate written agreement. THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER. No course of prior or current dealings between the parties and no usage of trade shall be relevant to supplement or explain any term. Photocopies, electronic copies and facsimile transmissions of documents shall be effective as originals and shall be considered a "writing" between the parties. Acceptance of these Terms and Conditions by Buyer shall be confirmed upon shipment of Product.
- 2. PRICE AND TAXES** – Buyer shall pay ROMER the price set forth on the face hereof, or in the event no price is set forth on the face hereof, the standard price for Products published by ROMER on the date ROMER ships Buyer's order or any price expressly quoted by ROMER in writing to Buyer. Price lists from ROMER are for general information and do not constitute a binding, open offer from ROMER for the sale of goods. A quote deviating from the standard price list is valid only for an individual order and for the time period specified in the quote. Pricing includes ROMER standard packaging, delivery and labels. Unless otherwise agreed in writing, pricing does not include applicable federal, state, local, use, excise or other taxes; customs, duties or any fee imposed by a governmental agency; or special packaging, labeling or delivery as set forth below. If exemption from such taxes is claimed, Buyer must provide a certificate of exemption at the time of order. In the event ROMER is required to prepay such taxes Buyer will reimburse ROMER for this cost. ROMER reserves the right to change the prices and specifications of its Products at any time unless otherwise agreed to in writing. Additional charges for non-self entered web based purchases may apply.
- 3. SHIPMENT** – ROMER is committed to meeting customer requirements for Product delivery. Any shipping or delivery dates indicated by Buyer or ROMER are estimates only, and ROMER shall have no liability to Buyer for failure to complete or deliver an order by the date indicated or for any of Buyer's incidental or consequential damages arising from a delay. ROMER shall ship Product to Buyer FOB (origin) freight pre-paid and added, with packaging and carriers as designated by ROMER unless otherwise specified in writing between the parties. ROMER's title to Product passes to Buyer upon delivery of Product. ROMER will not consider any claim for non-conforming Product or shortages ("Non-Conformance") unless Buyer complies with the notice and authorization requirements set forth at Paragraph 6. Buyer may not return Product without ROMER written authorization. If a return is authorized, Buyer shall return all Non-Conforming Product within ten (10) days after receipt of authorization, and shall ship the Product point of FOB (destination) freight pre-paid. Returns of all conforming Product are subject to a restocking charge of 25% computed at original invoice value All Product sought to be returned must be within the lot expiry period and received not later than ninety (90) days after originally shipped by ROMER. All returns must be returned to the originating ROMER location unless otherwise directed by ROMER. ALL UNAUTHORIZED RETURNS BECOME THE PROPERTY OF ROMER AND NO CREDIT WILL BE ISSUED. Product for which delivery is suspended pending payment by Buyer as well as Product of which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by ROMER at risk and expense of Buyer. *Special delivery terms*; expedited delivery may be an additional fee All shipment costs are to be paid by Buyer subject to the special delivery charges set forth herein. In those areas where the "released value ratings" apply, ROMER shall ship on this basis unless otherwise requested in writing.
- 4. TERMS OF PAYMENT** - Payment for Product shall be due as of the payment date stated on the invoice. With regard to payment of price for the Product, time is of the essence. Any overdue payment may be subject to a late payment charge of 1.5% per month (18% per year) or the highest amount permitted by law. Unless otherwise indicated in writing, each shipment shall be considered an independent transaction and payment therefore shall be made accordingly. All orders are subject to approval of ROMER credit department. If in

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the judgment of ROMER, the financial condition of the Buyer at any time does not justify continuance of shipment on the terms of payment specified, ROMER may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought by or against Buyer under insolvency laws, ROMER shall be entitled to cancel any order of the Buyer then outstanding and shall receive reimbursement from Buyer for its costs to date of cancellation. Buyer authorizes ROMER to investigate Buyer's credit and financial standing, and at ROMER request shall provide ROMER with financial information and individual guaranties before, during or after fulfillment of any order. ROMER shall maintain a security interest in the Product (and replacement) delivered hereunder and in the proceeds from the sale and disposition thereof, until Buyer has made payment in full for such Product. Buyer shall, upon ROMER request, execute all documents (such as a UCC-1) necessary to perfect such security interest. ROMER has the right, upon demand, to repossess goods delivered hereunder if Buyer fails to make timely payments. All payment shall be made without any deduction and free of any set-off or other counterclaim.

5. **WARRANTY** – There are no express warranties hereunder. The Products will meet their published specifications when used in accordance with their applicable instructions and stored correctly. The liability of ROMER is limited, at ROMER's option, solely to replace the Product, or apply an appropriate credit adjustment not to exceed the sales price to Buyer, provided that (a) ROMER is promptly Non-Conforming Product) notified in writing by Buyer setting forth the alleged Non-Conformance, date of purchase, date of receipt, and invoice number , (b) Buyer shall set aside and hold such Product without further use or processing until ROMER advises Buyer as to the proper disposition of the Product; and (c) the Non-Conforming Product is returned to or inspected by ROMER, and ROMER examines such Product to its satisfaction and determines that such Non-Conformance exists, and was not caused by negligence, misuse, improper storage, or accident. Buyer shall have no right to "cover" by procuring substitute goods at the cost of ROMER. **ROMER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. ROMER EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ROMER. ROMER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ROMER ANY OTHER LIABILITIES. UNDER NO CIRCUMSTANCES SHALL ROMER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGE, LOSS, OR EXPENSE.** Buyer's remedies under this agreement shall be limited to replacement of the Product that failed to conform to the warranty. This warranty section sets forth the sole and exclusive remedy against ROMER for the furnishing of Non-Conforming Product. No action may be taken against ROMER for breach of this agreement more than one (1) year after the accrual of a cause of action.
  
6. **INDEMNIFICATION** – Buyer shall indemnify and hold ROMER harmless from and against any and all damage, losses, costs (including attorney's fees), expenses, claims, demands and liabilities arising out of or in connection with the Products, Buyer's use thereof and/or Buyer's use or application of any information disclosed or provided on behalf of ROMER.
  
7. **INTELLECTUAL PROPERTY** – All specifications, designs, data, information, methods, patterns, and ideas made, used, conceived, developed or acquired by ROMER incident to its performance under this agreement and all patent, trade-secret, know how, copyright, trademark or other proprietary rights therein shall be the exclusive property of ROMER and no part of the purchase price hereunder shall be deemed applicable to the foregoing unless otherwise agreed to in writing by ROMER.
  
8. **FORCE MAJEURE** - ROMER shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligations by reasons of force majeure. For purposes of this clause, force majeure is defined as circumstances or events which have not been foreseen at the time of entering into this transaction, which are not the fault of ROMER and which prevent the performance of all obligations hereunder and which are not capable of being remedied. Force majeure events include, but are not limited to, acts of God, acts of war, acts of Government, acts of Buyer, inability to obtain necessary labor, materials or manufacturing facilities, blockades, revolutions, industrial disputes and commercial impracticality.
  
9. **EQUAL EMPLOYMENT OPPORTUNITY** - ROMER represents that it does not discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, sexual orientation or national origin.

10. ROMER takes affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. ROMER complies with Executive Order 11246. ROMER's Equal Opportunity certificate is posted at all ROMER facilities. This Equal Opportunity Clause shall not apply with regard to work performed outside the United States.
11. ASSIGNABILITY - This contract is personal to the parties hereto and shall not be assigned to any third party by either the Buyer or ROMER without the other party's written consent.
12. LAW AND JURISDICTION - This agreement shall be deemed to be made in Missouri and governed in all respects by Missouri Law. The parties to this agreement irrevocably consent to the jurisdiction of the courts of the State of Missouri.
13. ANTI-BRIBERY & CORRUPTION - BUYER ACKNOWLEDGES THAT THE USE OF THE PRODUCTS MAY BE SUBJECT TO REQUIREMENTS OR LIMITATIONS UNDER ANY LAW, STATUTE ORDINANCE, RULE, CODE OR STANDARD, INCLUDING, BUT NOT LIMITED TO, ALL APPLICABLE REGULATIONS RELATING TO (I) ANTI-BRIBERY AND ANTI-CORRUPTION AND (II) INTERNATIONAL TRADE, SUCH AS, BUT NOT LIMITED TO, EMBARGOS, IMPORT AND EXPORT CONTROL AND SANCTIONED PARTY LISTS ("LAWS AND STANDARDS"). BUYER EXPRESSLY WARRANTS THAT EMPLOYEES, AGENTS AND SUBCONTRACTORS OF THE BUYER SHALL NOT DIRECTLY OR INDIRECTLY (I) ACCEPT, PROMISE, OFFER OR PROVIDE ANY IMPROPER ADVANTAGE TO OR (II) ENTER INTO AN AGREEMENT (A) WITH ANY ENTITY OR PERSON - INCLUDING OFFICIALS OF A GOVERNMENT OR A GOVERNMENT-CONTROLLED ENTITY, OR (B) RELATING TO A PRODUCT, WHICH WOULD CONSTITUTE AN OFFENCE OR INFRINGEMENT OF APPLICABLE LAWS AND STANDARDS.
16. USE OF TRADEMARKS.
  - (c) ROMER does not warrant that any pending trademark applications or any applications it will file for the trademarks in any territory, will mature to valid and enforceable registrations or that the use of the pending trademark on or in relation to ROMER Products does not infringe the rights of any third party.
  - (d) ROMER and/or its affiliates shall not be liable towards Buyer or any other third party for the use of the ROMER Trademarks.
  - (e) Buyer is obligated to ensure and warrants that Buyer's products shall be in compliance with all applicable legal requirements and with the established standards of quality of Buyer's products.
  - (f) Buyer warrants that all advertising of Buyer's products is subject to regulatory compliance in all territories where Buyer's products are sold.