

TERMS AND CONDITIONS

Notice from Bristol Myers Squibb Company to its Suppliers:

These terms, conditions, and instructions shall be applicable to all current purchase orders, and to all subsequent purchase orders received by you ("Seller") from Bristol Myers Squibb Company ("Buyer") whether received by mail, by telephone, or by electronic means (each a "Purchase Order"), from the date of your receipt of these terms until such time as you receive a revised edition of these terms and conditions or other notice of revocation of the same. These terms, conditions, and instructions shall apply to all transactions between you and Buyer until such further notice, unless your written objections are received by Buyer within thirty (30) days after you receive this document. For purposes of clarification, this Purchase Order may be issued by Buyer on behalf of itself or an affiliate where Buyer is acting as a purchasing agent for such affiliate.

applicable to a particular order may be agreed to in writing and specified in the body of the Purchase Order, or in an exhibit thereto, and, in the event of a conflict, shall take precedence over these terms, conditions, and instructions with the exception of Section 2, ELECTRONIC TRANSACTIONS, below.

Notwithstanding anything to the contrary contained herein, if Seller and Buyer have executed a master purchase or supply agreement which governs the purchase and sale of the goods in issue, the terms of such master agreement shall be controlling and shall take precedence over these terms, conditions, and instructions and any additional or different terms contained in any document generated by Seller.

Additional or different terms, conditions, or instructions

Please retain this document in your company files for future reference.

1. ACCEPTANCE: Buyer's order expressly limits acceptance to the terms and conditions set forth on this document and the applicable Purchase Order. Any terms and conditions contained in a proposal, quotation or invoice of Seller shall not constitute a part of the contract of sale resulting from Seller's acceptance of Buyer's order unless such terms and conditions are specifically and expressly incorporated in Buyer's order. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of the terms and conditions contained in this document, notwithstanding such additional or different terms. Seller's shipment of goods or commencement of services in response to Buyer's order shall constitute acceptance on the terms and conditions set forth in this document and any additional or different terms contained in any acknowledgment or invoice form submitted by Seller shall not constitute any part of the contract of sale resulting from Seller's acceptance.
2. ELECTRONIC TRANSACTIONS:
 - A. If Seller and Buyer have mutually agreed to the use of an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, Seller agrees:
 - (i) That it shall not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form;
 - (ii) That it shall use proper security procedures to protect its EDI records from improper access; and;
 - (iii) That the records maintained by Buyer regarding EDI purchase orders issued by Buyer shall be controlling.
 - B. If Seller and Buyer have mutually agreed to an Automated Clearing House to facilitate purchase and sale transactions, the payment term in the Purchase Order shall be extended by five (5) days.
3. PRICE: Buyer's order shall be filled at the price specified on the Purchase Order, or at any lower price. If no price is specified, the order shall be filled at the lowest of (a) the price last quoted by Seller, (b) the price last paid by Buyer to Seller, or (c) the prevailing market price, unless a higher price is approved in writing by an authorized representative of Buyer's procurement department.
4. MODIFICATION: Modification, rescission, or amendment of Buyer's order or the contract of sale resulting from its acceptance shall be ineffective unless approved in writing by an authorized representative of each party.
5. INSPECTION: All goods furnished pursuant to Buyer's order shall be subject to Buyer's inspection and approval, notwithstanding prior receipt and payment, and, if unsatisfactory, may be returned, transportation both ways at Seller's expense.
6. CHARGES: Seller shall box, crate, or package as necessary for shipment without charge unless otherwise specified on Buyer's order.
7. CANCELLATION. Buyer shall have the right to cancel any portion of its Purchase Orders in accordance with Section 32 herein.
8. GENERAL REPRESENTATIONS AND WARRANTIES: Seller represents and warrants that, to the best of its knowledge:
 - A. No article supplied under Buyer's order subject to the Federal Food, Drug, and Cosmetic Act, as amended (the "Act"), is adulterated within the meaning of the Act or is an article which may not, under the provisions of Section 301, 404 or 505 of the Act, be introduced into interstate commerce;
 - B. No article supplied under Buyer's order is produced in violation of the Generic Drug Enforcement Act of 1992, as amended (the "Act"), that Seller is not debarred and that Seller has not, to its knowledge, used in any capacity in connection with the filling of this order the

services of any individual or person (as defined in the Act) debarred by the United States Food and Drug Administration under the provisions of the Act. If at any time Sellers learns that this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances;

- C. No article, software, services, or product supplied under Buyer's order is produced in violation of the Fair Labor Standards Act of 1938, as amended, and that the price of any article supplied under Buyer's order does not violate any provision of the Sherman Act or Robinson-Patman Act, as amended;
- D. No article, software, services, or product supplied under Buyer's order, including Work Product (hereafter defined), infringes the claim of any trademark, copyright, patent, or other proprietary right of a third party; however, Seller does not warrant against infringement to the extent caused by the use of the article in combination with other material except that if Seller has knowledge of such intended combination, Seller warrants, to its best knowledge, no third party rights will be infringed by such use;
- E. All articles, software, or product supplied under Buyer's order shall be shipped in full compliance with packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all state, local, national, or international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of such articles to Buyer, and all hazardous materials, substances, and waste shall be packaged, marked, and labeled in accordance with the applicable regulations of the United States Department of Transportation, the International Civil Aviation Organization, and the International Maritime Organization; and
- F. Seller agrees that any software, products or services provided under this Purchase Order will comply with all state, local, national, and international laws, regulations, rules or orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91 - "HIPAA"). Furthermore, Seller shall in good faith execute any and all agreements that Buyer is required to have Seller execute in order that Buyer may comply with HIPAA.
- G. Without limiting Seller's liability to Buyer or third parties hereunder, Seller shall maintain Commercial General Liability Insurance to include contractual and products/completed operations coverages to meet its indemnification obligations under this Purchase Order or loss as required by applicable international, country, federal, state, or local laws, regulations or orders. All such insurance shall be primary and not contributory with regard to any other available insurance to Buyer. Seller represents and warrants that it shall promptly file all claims made under this Purchase Order with its insurance carriers.

Seller agrees to defend, indemnify, and hold harmless Buyer against all liability, costs, expenses (including attorney fees), damages and judgments occasioned by or resulting from breach of any of the foregoing warranties.

- 9. SECURITY: Seller shall observe all facilities access, safety, and security measures required by Buyer. Seller shall assure that its employees follow Buyer policies while at any Buyer site.

- 10. NONDISCLOSURE: Except to the extent provided in paragraph 12, neither party shall disclose any information pertaining to any transactions between the parties, including, but not limited to, Purchase Order(s), or the contract of sale resulting from the acceptance of Purchase Order(s), including its existence, without the prior written consent of the other party.
- 11. CONFIDENTIALITY: Each party shall preserve as confidential all, and shall not disclose any, proprietary or confidential information of the other party (including information of a third party which a party is under an obligation to maintain in confidence) to which each party may have access as a result of these terms and conditions, the Buyer's order, the contract of sale resulting from its acceptance or the presence of a party's employees at the other party's site. This confidentiality obligation shall apply to all such proprietary or confidential information of each party, whether in its original form or a derivative form, including work product resulting from Seller's performance of any Buyer order. Neither party shall take photographs of any portion of any work performed pursuant to any order or duplicate any drawings or specifications without the prior approval of the other party. Nothing herein shall prevent the communication to others of any proprietary or confidential information which the receiving party can show was known to it or its representatives prior to its receipt from the disclosing party hereunder, was lawfully obtained by the receiving party or its representatives other than by disclosure from the disclosing party or became public knowledge through no fault of the receiving party.
- 12. PUBLICITY: Neither party may advertise or promote using the name or description of the other party (including, but not limited to, disclosing the existence of these terms and conditions), without in each instance the express written consent of the other party, except as required by law. If required by law, the party seeking to disclose shall provide copies of the disclosure for the prior review and comment by the other party's external corporate communications (public relations) department, which shall have a minimum of five (5) business days to review the materials. The Bristol-Myers Squibb Company logo may not be used under any circumstance.
- 13. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY ("EEO") AND AFFIRMATIVE ACTION OBLIGATIONS: Buyer's order is subject to and incorporates by reference the provisions of the EEO clause in Section 202 of Executive Order 11246 and the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into Buyer's order by reference, as applicable. **In addition, Buyer's order is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- 14. C-TPAT COMPLIANCE: Seller shall inform Buyer of Seller's Customs-Trade Partnership Against Terrorism (C-TPAT) program membership status. If Seller is not a C-TPAT participant, then Seller shall take such reasonable measures as to ensure the physical integrity and security of all shipments to and on behalf of Buyer against the unauthorized introduction of harmful or dangerous materials, illegal substances, contraband, weapons, weapons of mass destruction or unauthorized personnel in transportation conveyances or containers.

Such measures may include but are not limited to: (a) physical security of manufacturing, packaging and shipping areas, and restrictions on access of unauthorized personnel to such areas; (b) personnel screening; and (c) development, implementation and maintenance of written procedures to protect the security and integrity of all shipments. Buyer is a certified member of the C-TPAT program and strongly urges Seller to adopt the security standards of this program. Seller may obtain information pertaining to C-TPAT security requirements at the website <http://www.cbp.gov>. As a C-TPAT member, Buyer is required to make periodic assessments of its supply chain based upon C-TPAT security criteria. Seller shall take such reasonable measures as necessary to cooperate with any Buyer supply chain security assessments and to ensure that pertinent security measures are in place and followed throughout Seller's supply chain.

15. ASSIGNMENT: Except as otherwise provided herein, neither party shall in any manner delegate its duty of performance or assign its rights or obligations herein, under Buyer's order or the contract of sale resulting from its acceptance without the other party's prior written consent. Any attempted assignment in violation of the preceding sentence shall be of no force or effect.
16. GOVERNING LAW: Buyer's order and any agreement of sale resulting from its acceptance shall be governed by and construed according to the laws of the State of New Jersey.
17. UCC: Seller and Buyer hereby expressly agree that the provisions of the Uniform Commercial Code as adopted by the State of New Jersey shall apply to this Purchase Order, including, but not limited to, any software purchased under this Purchase Order.

18. ADDITIONAL OBLIGATIONS OF COVERED

PERSONS. This Section 18 shall apply if Seller is a Covered Person (as such term is defined below).

- A. For purposes of these Terms and Conditions a "Covered Person" is any contractor, subcontractor, agent or other person who performs any Government Pricing and Contracting Functions and/or any Promotional Product Services Related Function on behalf of Buyer.
- B. "Government Pricing and Contracting Functions" refers to the collection, calculation, verification or reporting of information for purposes of the Medicaid Drug Rebate Program (codified at 42 U.S.C. § 1396r-8), the Medicare Program (codified at 42 U.S.C. § 1395-1395hhh), and any other government programs (including the 340B Drug Pricing Program, codified at 42 U.S.C. § 256b (the 340B Program)) and to all other pricing, government contract and regulatory functions relating to Buyer prescription drug products that are reimbursed by Federal healthcare programs (regardless of who holds the NDA therefor) (such products, "Government Reimbursed Products"), to the extent Buyer is responsible for such functions. Such functions include the calculation and reporting of Average Sales Price, Average Wholesale Price, Wholesale Acquisition Cost, Wholesale List Price, Direct Price, Average Manufacturer price, Best Price, the 340B Program ceiling price and all other information reported or used in connection with Federal healthcare programs for Government Reimbursed Products.
- C. "Promotional Product Services Related Function" includes the promotion, marketing, sales, and the development or dissemination of materials or information

about, or the provision of services relating to, Government Reimbursed Products. Such functions include, but are not limited to, detailing healthcare professionals ("HCPs"); contracting with HCPs for the provision of consulting or speaker services; promoting, marketing or selling Government Reimbursed Products to managed care entities or pharmacy benefit managers; and the development or provision of promotional or medical information about Government Reimbursed Products.

- D. In connection with the Services provided pursuant to this Agreement, Seller represents and warrants that it/employees of Seller who perform work for Buyer has/ve received, has/ve read, understand/s and agree/s to abide by Buyer's *Standards of Business Conduct and Ethics* and Buyer's *U.S. Healthcare Law Compliance Code of Conduct*, to the extent the work functions performed for Buyer relate to the provisions of those documents. Seller will also ensure that additional employees who subsequently perform work for Buyer receive, read (within 30 days of commencing work for Buyer), understand and shall abide by Buyer's *Standards of Business Conduct and Ethics* and *U.S. Healthcare Law Compliance Code of Conduct*, to the extent the work functions performed for Buyer by those employees relate to the provisions of those documents.
- E. In addition, Seller represents and warrants that:
 - (i) neither Seller nor Seller personnel who perform Services hereunder, as an authorized representative of Seller, are currently under any loss or restriction of any professional license, nor of any related certifications, rights, or privileges;
 - (ii) neither Seller nor Seller personnel who perform Services hereunder, as an authorized representative of Seller, are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs;
 - (iii) neither Seller nor Seller personnel have been convicted of or is currently under investigation for a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible;
 - (iv) neither Seller nor Seller personnel who perform Services hereunder, appear on either the Department of Human Health & Services/Office of Inspector General *List of Excluded Individuals / Entities*, found at <http://www.oig.hhs.gov> or the General Services Administration's *List of Parties Excluded from Federal Programs*, found at <http://www.epls.gov>; and
 - (v) it shall notify Buyer immediately upon becoming aware of any inquiry, or the commencement of any proceeding or any other similar action taken concerning conduct by Seller or Seller personnel who perform Services hereunder (as the case may be), which may result in a change of the representations made to sections (i) through (iv) above. In the event of such a change Seller shall take immediately steps to ensure such Seller personnel do not perform Services hereunder.

If this order involves software, the following terms shall apply in addition to any applicable terms set out above:

19. LICENSE. Seller hereby grants to Buyer, and Buyer hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use the software for the number of users or copies of the software provided on the Purchase Order (the "License"). Seller and Buyer expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the Purchase Order unless the Buyer expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.
20. USE OF SOFTWARE AND DOCUMENTATION.
- A. Buyer may, as part of the License, make additional copies of the software and documentation to support the licensed software and documentation. Buyer may also make one (1) backup and archival copies of the software and documentation. Unless otherwise provided on the Purchase Order, Buyer shall have the right to use the software on or in connection with any CPU that it utilized to fulfill its data processing needs. Buyer reserves the right to use the software at one or more sites, and to transfer such software, upon the prior written consent of Seller, which shall not be unreasonably withheld.
- B. Buyer, its agents, contractors, assignees and employees shall have the right to use the software and to operate and use the software within the scope of the License for Buyer's internal business purposes only.
- C. The License granted pursuant to Section 19 above or the Purchase Order shall commence upon execution of the Purchase Order.
21. SOFTWARE REPRESENTATIONS AND WARRANTIES: Seller represents and warrants:
- A. Seller represents and warrants that at delivery and for no less than ninety days following receipt of the software (or any update thereto) by Buyer (the "Warranty Period") the software shall conform to and will operate in substantial accordance with the Purchase Order and all documentation and specifications supplied by Seller to Buyer. Seller shall not be responsible to the extent failures are caused by (a) Buyer's failure to use the software in accordance with instructions included in the documentation provided to Buyer by Seller, or (b) the modification of the software by any person other than Seller, its employees, agents, affiliates or subcontractors (unless such modification was authorized or approved by any of the foregoing).
- B. Seller represents and warrants that it shall at all times document the operation of the software in a manner consistent with the commercially reasonable practices of the software development industry, and shall use reasonable effort to ensure that such documentation shall accurately reflect the operation of the software and enable a person reasonably skilled in computer programming and in possession of the software source code to use and maintain the software.
- C. Seller will pass through or assign to Buyer any third party's warranty obtained by Seller in connection with any product provided to Buyer. Notice regarding warranty claims raised by Buyer due to defects and/or non-conformities in the equipment or in the operation of the equipment shall be given to Seller, and upon receipt of such a notice, Seller shall take all reasonable steps necessary to effect prompt repair of the equipment.
- D. If maintenance services are elected by Buyer, the maintenance services agreement shall become effective at the end of the Warranty Period of the Products by Buyer, and shall renew annually unless otherwise terminated by Buyer, provided Seller notifies Buyer in writing thirty (30) days in advance of such renewal date.
- E. Seller represents and warrants that the occurrence in or use by any Product supplied by Seller of any dates, including without limitation any date with a year specified as "99" or "00", regardless of other meanings attached to these values, and any date before, on or after January 1, 2000 ("Millennial Dates") will not adversely affect its performance with respect to date-dependent data, computations, output, or other functions (including, without limitation, calculating, comparing, and sequencing) and that the Product will create, store, process and output information related to or including Millennial Dates without errors or omissions and at no additional cost to Buyer. At Buyer's request, Seller will provide sufficient evidence to demonstrate the adequate testing of the Product to meet the foregoing requirements.
- F. Seller warrants (i) unless authorized in writing by Buyer or (ii) necessary to perform valid duties under the Software Documentation, any software provided to Buyer by Seller for use by Seller or Buyer shall:
- (a) contain no hidden files,
 - (b) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides;
 - (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and
 - (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under a Purchase Order, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria ("Illicit Code"). Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in this Purchase Order to the contrary, Seller shall be in default of this Purchase Order.
- G. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED "AS IS",

AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEE PAID TO SELLER FOR THE USE OF THE SOFTWARE OR OTHER APPLICABLE PRODUCT (AS PER THE PURCHASE ORDER). IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

22. LICENSE TERMINATION.

A. In the event of a material breach by Buyer of any of its obligations under the applicable Purchase Order, Seller may terminate the licenses subject to such material breach, upon thirty (30) days advance written notice to Buyer, provided that Buyer has not cured the breach within such notice period. Thirty (30) days after termination of this Purchase Order pursuant to this Section 22(A), Buyer shall discontinue further use of terminated licenses. Buyer shall provide Seller with written certification indicating the destruction of

such copies of the software in Buyer's possession or under its custody or control.

- B. In the event of a breach by Seller of any of its representations, warranties or obligations under the applicable Purchase Order, these Terms and Conditions or the maintenance agreement, Buyer may terminate either the License, as well as any associated maintenance services, or the maintenance services (if any) alone, upon thirty (30) days notice to Seller, provided that Seller has not cured the breach within such notice period.
 - (i) If Buyer terminates the License and the maintenance services based on such breach, Seller shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for the license fee as well as the maintenance services. Thirty (30) days after termination of this Purchase Order pursuant to this Section 22(B)(i), Buyer shall discontinue further use of such licenses Buyer shall provide Seller with written certification indicating the destruction of such copies of the software in Buyer's possession or under its custody or control.
 - (ii) If Buyer terminates only the maintenance services, Seller shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for maintenance services. Buyer shall retain all of its rights under the license.
- C. The other provisions of the Purchase Order and these Terms and Conditions shall survive termination of any License.

23. UCITA: Seller and Buyer hereby acknowledge and agree that any provisions of any state law adopting exactly or in modified form the Uniform Computer Information Transactions Act ("UCITA") shall not be applicable to this Purchase Order. Furthermore, both Seller and Buyer waive any and all rights arising from any such law.

If this order involves performance by Seller of installation, maintenance or other services, the following terms shall apply in addition to any applicable terms set out above:

- 24. LABOR FURNISHED BY SELLER: Seller acknowledges and agrees that in performing services, Seller will be acting solely as an independent contractor, and neither Seller nor any of its employees, associated consultants, subcontractors or employees of said consultants or subcontractors shall be deemed to be employees or agents of Buyer for any purpose. Subject to Section 25 below, all persons employed by Seller in the performance of the services are employees of Seller. Seller shall carry such employees on the payrolls of Seller and make all required payments to state, federal and local authorities covering payroll taxes and any other payments relating to such persons' employment.
- 25. SUBCONTRACTORS: Seller shall not use any subcontractor without notifying Buyer in advance. Subject to the foregoing, if Seller should use a subcontractor, Seller shall be fully responsible for services performed by the subcontractor to the same extent as if the services were performed directly by Seller.
- 26. VERIFICATION AND ACCEPTANCE OF SERVICES: Seller shall document each maintenance call with a work

ticket, which shall be signed by Buyer's representative and submitted with Seller's invoice. Each deliverable under the Purchase Order shall be subject to acceptance testing by Buyer to verify that the deliverable satisfies all requirements of the deliverable conveyed by Buyer to Seller. If Buyer discovers a non-conformity within ninety (90) days following delivery of a deliverable and Buyer notifies Seller of the non-conformity, Seller shall either correct the non-conformity at no additional charge in a timely, professional manner, or, at Buyer's sole discretion, refund monies paid by Buyer for the services attributable to or affected by the non-conforming deliverable.

27. LIABILITY INSURANCE: If Seller will perform services on Buyer's property, Seller shall maintain in force during the performance of such services liability insurance for not less than the following limits of liability:

Workmen's Compensation	
Statutory General Liability	
Bodily Injury (any one person)	\$1,000,000
Bodily Injury (any one occurrence)	\$1,000,000
Property Damage	\$500,000
Professional Liability	\$1,000,000

28. INDEMNIFICATION: Seller agrees to defend, indemnify, and hold harmless Buyer, its directors, officers, agents, and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of suits, claims and demands by reason of injury or death of any person(s) or damage to any property to the extent attributable to the willful misconduct, negligent acts or negligent omissions of Seller, its subcontractors, and their officers, agents or employees. Seller shall have no liability to Buyer in the event such claims or losses are due to the negligence of Buyer, its employees or agents.
29. LIENS: Seller agrees and warrants that no mechanics liens shall attach to Buyer's property by virtue of Seller's default in paying its employees, suppliers or subcontractors.
30. OWNERSHIP OF MATERIALS: Buyer acknowledges that the services provided by Seller herein are proprietary to Seller. All rights to such Services not granted to Buyer hereunder are expressly reserved to Seller. Without limiting the foregoing, Seller shall retain and reserve all intellectual property rights, title, and interest in the following: (a) all ideas, concepts, know-how, methodologies or techniques which Seller owned previously or independently of the performance of services herein, or which were conceived by Services during the performance of services herein; and (b) any materials developed by or on behalf of Seller previously or independently of the performance of services herein. Notwithstanding the foregoing, any and all reports, plans, information, data, drawings, computer software, renditions, mock-ups, prototypes or other works created by Seller for Buyer in connection with the services provided hereunder shall be owned by Buyer.
31. Seller shall use reasonable efforts to ensure that the services will be executed in accordance with Buyer's order and all applicable state, local, national, and international laws, rules, regulations and guidelines. Seller shall procure at its own expense all permits and licenses required for the performance of the services and shall

arrange for all required inspections. Unless Buyer directs otherwise, Seller further warrants that all materials utilized in the services will be new. Seller warrants that all Work Product produced under this Purchase Order shall be of original development and all Seller property shall be of original development or licensable by Seller, as the case may be, and all Work Product and property licensed or owned by Seller and used in the performance of any work under this Purchase Order shall not infringe or violate any patent, copyright, trade secret, trademark, or other third party intellectual property right. Seller shall perform all services under this Purchase Order on a professional reasonable basis and in a diligent, workmanlike, and expeditious manner. Seller warrants that it has enforceable written agreements with all of its employees and all subcontractors (i) assigning to Seller ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and (ii) obligating such employees upon terms and conditions no less restrictive than contained herein, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement, including, without limitation, any Work Product, and any other information.

32. TERMINATION: Notwithstanding any contrary terms contained above, Buyer shall have the right at its absolute discretion, one (1) day following Buyer's written notice to Seller, to cancel, in whole or part, Buyer's Purchase Order or any contract resulting from its acceptance. In the event of such cancellation, Buyer shall have no obligation to Seller except the obligation to pay all costs actually incurred by Seller prior to the date of termination plus a normally accepted trade allowance on such costs as full payment of Seller's overhead and profit, provided, however, that in no event shall Buyer be obligated to pay an amount in excess of the amount set out in Buyer's order for the services; advance payments will be refunded accordingly. If Buyer's order or any resulting contract is canceled as a result of the default of Seller, Buyer shall have no obligation to reimburse Seller for any services performed by Seller pursuant to Buyer's order or any resulting contract.

Instructions:

Markings:

- Show buyer's order number on all packages.
- Each container must also be plainly identified by:
 - Name of Manufacturer
 - Buyer's Product Title
 - Net Weight
 - Parcel Number of Total Parcels Shipped

Additional instructions for drugs, chemicals, and packaging materials:

Each container must also be plainly identified with the Manufacturer's Control Number, Manufacturing Location, Buyer's Item Code, Lot or Batch Number.

Keep number of lots to a minimum.

Packing slip itemizing contents should be placed on the outside of each shipment in a protective envelope. Buyer's purchase order line number must appear with each item on Seller's packing slip. On shipments of drugs and chemicals, also show number of containers in each batch.

Invoices: Show Buyer's order number, net weights, payment terms and transportation terms. Buyer's purchase order line number must appear with each item on Seller's invoice. Improper invoices may be returned for correction without loss of discount. In case of doubt concerning quality or where rejections occur, payment may be deferred by Buyer without loss of discount. Due dates and cash discounts will be computed from the date an undisputed invoice is received by Buyer's Accounts Payable department. All payments by or on behalf of Buyer will be processed and paid in accordance with the Buyer's payment run schedule set forth at <https://supplierlink.bms.com>. Invoices should be emailed to:

BMSinvoices.NA@bms.com

Bills of Lading: Show Buyer's order number, net weight, gross weight, and/or tare weight where applicable, as well as the number of containers. If drugs or chemicals, also show number of containers in each batch. If transportation is F.O.B. origin and transportation charges are for Buyer's account, ship at released value rates that will produce lowest transportation cost via Buyer's designated carrier. When Buyer's carrier is not used and that results in higher transportation charges for Buyer, the excess charges will be deducted from Seller's invoice prior to payment.

Environment, Health, and Safety (EHS). Seller shall comply with all Applicable Laws relating to EHS matters, including, without limitation air emissions, wastewater discharge, water consumption, material management, hazardous and non-hazardous waste management, pharmaceuticals in the environment (PIE), Fire Protection, and Emergency Preparedness. Seller will obtain, hold and maintain all necessary licenses, approvals, permits, and authorizations, and complete any necessary notifications related to the performance of Seller's services under this agreement. Seller must utilize a Buyer approved or mutually acceptable waste disposal vendor. To the extent that Seller's services include the production or use of Buyer Materials and Product and/or Buyer packaging or labeling with the Buyer name, logo, or other Buyer-related artwork represented thereon (collectively, the "Product Accountability and Disposal Management ("PADM") Materials"), Seller must provide a certificate of destruction or similar document for all such PADM Materials destroyed/disposed of in a form reasonably acceptable to Buyer. Seller shall, and shall ensure that its waste vendors, properly dispose of all indirect waste streams that may contain PADM Materials in a manner that ensures that the PADM Materials are not reusable or recognizable.