

QUINTILESIMS PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Any purchase order issued by QUINTILESIMS under these terms and conditions (a "Purchase Order") shall become a binding contract with SUPPLIER and the QUINTILESIMS entity issuing the purchase order when accepted by: (i) acknowledgement; (ii) commencement of performance; (iii) invoicing of QUINTILESIMS; or (iv) delivery of goods. Any different or additional items or conditions in any SUPPLIER quotation, acknowledgement, commencement, or invoice shall constitute a counteroffer and such counteroffer shall not be accepted by QUINTILESIMS without written approval by QUINTILESIMS.
2. **INSPECTION AND RETURNS:** All purchases are subject to QUINTILESIMS' inspection and approval not withstanding payment. If goods or services are not in accordance with these terms and the terms of any other mutually executed agreement between QUINTILESIMS and SUPPLIER, QUINTILESIMS may, at its sole option, return or reject non-conforming goods or services at SUPPLIER's expense.
3. **WARRANTIES:** SUPPLIER represents and warrants that goods or services provided pursuant to this Purchase Order are new and unused and conform to the terms of this Purchase Order and all manufacturer and SUPPLIER drawings, specifications, samples and other written descriptions furnished to QUINTILESIMS. SUPPLIER represents and warrants that goods provided will remain fully functional and operational for the longer of twelve months or the manufacturers' warranty period, following delivery and acceptance of said goods by QUINTILESIMS. Subject to the foregoing, SUPPLIER shall pass to QUINTILESIMS any and all manufacturers' warranties. SUPPLIER represents and warrants that: (i) it has all rights necessary to provide goods or perform services as described herein; (ii) it shall act in a professional manner to standards not less than those generally accepted in SUPPLIER's industry (including but not limited to International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use, Good Clinical Practices, and Good Manufacturing Practices as applicable); (iii) it is properly licensed and accredited as law or regulation requires for the services being provided; and (iv) the goods and services provided are merchantable and fit for use for the particular purpose specified by QUINTILESIMS. SUPPLIER represents and warrants that: (a) it and its affiliates (including but not limited to its principals, subsidiaries and/or holding or group companies) are not debarred, suspended or proposed for debarment by the United States Federal Government, the European Commission or any other national or local governmental, regulatory or judicial / quasi-judicial body; (b) it is not in violation of any federal, national or local law or regulation; and (c) that it is not aware of any facts or circumstances that might indicate an organizational or personal conflict of interest in the provision of the goods or services.
4. **PRICE:** The prices set forth in this Purchase Order are firm and shall not be increased without QUINTILESIMS' prior written consent. QUINTILESIMS will not be held liable for typographical errors and may amend pricing, prior to receipt of an invoice, to conform to any subsequent pricing agreements entered into with SUPPLIER. SUPPLIER shall not charge QUINTILESIMS for insurance on shipments or for packing, crating or storage unless QUINTILESIMS expressly agrees, in writing, to such charges. All prices are inclusive of duties and taxes (including but not limited to relevant withholding taxes) unless otherwise mutually agreed in writing. Where applicable to any payment made hereunder under relevant national or local legislation, taxes in the nature of Value Added Tax (VAT), Goods and Services Tax (GST), Service Tax, Sales Tax or other indirect taxes, where applicable, shall be shown separately on all invoices and shall also include, where applicable, the SUPPLIER's VAT number, GST Number or other identification number that is required to be submitted in accordance with relevant national or local legislation so that such payment of indirect taxes may be made to the relevant national or local revenue authority.
5. **PAYMENT:** QUINTILESIMS will make payments due under this Purchase Order within sixty (60) days (unless otherwise agreed between the parties in writing, which may, for the avoidance of doubt, be printed on the face of the Purchase Order) from receipt of a properly prepared invoice, and subject to receipt and acceptance of all goods or completion of services in accordance with all terms and conditions of this Purchase Order. In order for payments to be due and payable hereunder, SUPPLIER's invoice must clearly state the QUINTILESIMS Purchase Order number on its face.
6. **SHIPMENT:** Shipment of all goods shall be made in accordance with the terms and conditions appearing on the front of this Purchase Order. Without prejudice to the generality of the provisions of section 4 and unless otherwise agreed in writing between QUINTILESIMS and the SUPPLIER, any Customs duties or other duties that may have to be borne as a consequence of any shipment of goods across state or national boundaries shall be at the sole cost and expense of the SUPPLIER.
7. **DELIVERY:** Time is of the essence in SUPPLIER's delivery of goods or services and SUPPLIER shall notify QUINTILESIMS immediately of any situation which may delay or threaten to delay the timely performance of services and receipt of goods. QUINTILESIMS, at its option, may grant the SUPPLIER additional time to perform or cancel all or any portion of this Purchase Order without liability. Risk in and title to any goods shall pass to QUINTILESIMS on receipt of goods, provided that QUINTILESIMS has not exercised its right to reject the goods or part of them under the provisions of Section 2 of these terms and conditions.
8. **FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform or deliver when, and as, specified if such failure to perform or deliver is caused by war, fire, flood, strike, labour dispute, accident, riot, Royal Demise, act of God, act of governmental authority, or other contingencies beyond the control of the non-performing party, and which interferes with the party's ability to perform its obligations hereunder. If either party is affected by force majeure it shall promptly notify the other party of the nature and extent of the circumstances in question. During any period of force majeure the party affected shall at all times use its reasonable endeavours to minimise the adverse effects on the other party. If an event of force majeure exceeds a reasonable period (as may be determined by Quintiles) either party shall have the right to terminate this Purchase Order upon fourteen (14) days' written notice to the other.
9. **ASSIGNMENT:** SUPPLIER shall not assign, transfer or otherwise delegate, in whole or in part, to any person, firm, corporation or governmental agency, its rights, interests or obligations under this Purchase Order without QUINTILESIMS' prior written consent.
10. **WORK ON QUINTILESIMS' PREMISES:** If any services are to be performed on QUINTILESIMS' premises, (i) SUPPLIER shall ensure that those performing such services obey all ethics, business conduct, health, safety and security rules established by QUINTILESIMS, (ii) SUPPLIER shall indemnify and protect QUINTILESIMS against all liability or loss for injury or damages to persons or property, including attorney's fees and expenses, arising out of the performance of the services by SUPPLIER on QUINTILESIMS premises (either owned or leased), and (iii) upon QUINTILESIMS' request, SUPPLIER shall furnish a certificate of insurance reflecting insurance coverage in forms and amounts as required by QUINTILESIMS.
11. **COMPLIANCE:** All services performed and goods provided shall comply with and conform to all applicable federal, national, state and local laws, statutes, rules, regulations and orders including, but not limited to, those related to privacy, security and data protection. SUPPLIER represents and warrants that to the best of its knowledge and belief it: (i) complies with all applicable anti-corruption laws and regulations, does not give or accept bribes, kickbacks, or participate in other illegal inducements in business or government relationships and shall not engage in bribery, corruption, extortion, or embezzlement in any form; (ii) upholds fair business standards in sales and advertising and conducts business in compliance with applicable fair-competition and anti-trust laws; (iii) minimizes testing on animals and treats animals humanely when used in connection with its business; (iv) shall respect QUINTILESIMS' policies regarding gifts and entertainment and conflicts of interest when dealing with QUINTILESIMS representatives; (v) provides a workplace free from illegal discrimination and harassment; (vi) pays workers at least the minimum wage and limits working hours as required by applicable laws or regulations; (vii) does not use any form of forced or compulsory labor; (viii) does not use workers below the minimum age for employment in the country or the age established for completing compulsory education (whichever is higher); (ix) operates in an environmentally responsible manner by reducing or eliminating hazardous waste and emissions, ensuring the safe handling, movement, storage, recycling, reuse and management of waste, air and water discharges, and maintaining all required environmental permits, licenses and registrations required by local law or regulation; (x) provides a safe and healthy working environment for its employees; and (xi) has read and shall comply with the QuintilesIMS Supplier Code of Conduct posted at <http://www.quintilesims.com/suppliers>. If services are performed or goods are provided in the United States, the Affirmative Action clauses contained in 41 C.F.R. Section 60-1.4(a)(7), 60-300.5 and 60-741.5 are incorporated as applicable.
12. **LIABILITY:** SUPPLIER shall defend, indemnify and hold QUINTILESIMS harmless from any and all losses, damages, claims, liabilities and costs (including, without limitation, legal fees and expenses) arising from or in connection with (i) a breach of warranty or any other term of this Purchase Order or other mutually executed agreement between SUPPLIER and QUINTILESIMS; (ii) the acts, negligence, omissions or willful misconduct of SUPPLIER; (iii) a claim that any goods or services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; or (iv) a violation of federal or local law,

regulation, statute or ordinance. In no event shall QUINTILESIMS be liable to SUPPLIER for loss of profits, business revenue, goodwill or anticipated savings, or indirect or consequential loss or damage. NOTHING HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR WILLFUL MISCONDUCT OR ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

13. INSURANCE: SUPPLIER shall maintain a commercially reasonable level of insurance, obtained from third parties that are authorized to provide such coverage in the governing jurisdiction, including, without limitation, general liability insurance (including contractual liability insurance) with a minimum limit of \$1,000,000 per occurrence and, for those providing services, professional liability insurance with a minimum limit of \$1,000,000 per occurrence. Upon request, SUPPLIER shall provide a certificate of insurance to QUINTILESIMS evidencing the foregoing coverages.

14. NON-EXCLUSIVITY: The parties understand and agree that these terms and conditions shall not create rights or obligations of exclusivity inuring to the benefit of SUPPLIER. Nothing in these terms and conditions shall limit QUINTILESIMS' right to, at all times, purchase goods and services from other suppliers.

15. INDEPENDENT CONTRACTOR AND THIRD PARTY RIGHTS: SUPPLIER is an independent contractor and is not an employee, agent, officer, joint venture, or partner of QUINTILESIMS. SUPPLIER is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of, or in the name of, QUINTILESIMS. It is understood that the employees, methods, facilities and equipment of SUPPLIER shall at all times be under SUPPLIER's exclusive direction and control. SUPPLIER agrees that all work product created in the performance of any services hereunder shall be deemed to be "works for hire", with all intellectual property rights therein vesting in QUINTILESIMS, unless otherwise mutually agreed in writing. SUPPLIER hereby assigns (and shall ensure that any SUPPLIER personnel assign) to QUINTILESIMS any rights that SUPPLIER or SUPPLIER personnel may have in such work product. Should any Federal, national, state or local law have the effect of granting any third party rights as a consequence of the operation of a contract under these terms, QUINTILESIMS and the SUPPLIER, expressly waive the applicability of such a law to the said contract.

16. GOVERNING LAW, JURISDICTION AND SEVERABILITY: These terms and conditions shall be governed by the law of the country or state, as the case may be, in which the QUINTILESIMS entity issuing the Purchase Order is incorporated, except that where such QUINTILESIMS entity is incorporated in the United States of America, the laws of the State of Delaware shall govern these terms (except for its laws regarding the conflict of laws) and where the QUINTILESIMS entity issuing the Purchase Order is incorporated in Europe, the Middle East or Africa, then these terms and conditions shall be governed by the laws of England (except for its laws regarding the conflict of laws). All disputes arising under, out of or in connection with this Purchase Order which cannot be settled amicably by QUINTILESIMS and SUPPLIER shall be submitted to the court(s) of a place where the QUINTILESIMS entity issuing the Purchase Order is domiciled. If any provision, or any portion, of this Purchase Order is determined to be invalid or unenforceable, the remaining provisions of this Purchase Order shall not be affected thereby, and shall be binding upon QUINTILESIMS and SUPPLIER, and shall be enforceable as though the invalid or unenforceable provision, or any portion thereof, were not contained in this Purchase Order. The failure of a party to enforce any provision herein shall not constitute a waiver of such provision or the right of the party to later enforce such provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

17. CONFIDENTIALITY: Information provided to SUPPLIER by or on behalf of QUINTILESIMS (whether verbal, written or electronic) is "Confidential Information" if it: (i) is marked as confidential; (ii) is designated confidential at the time of disclosure or reasonably thereafter; or (iii) could reasonably be considered confidential given the nature of the information or the circumstances surrounding its disclosure. Confidential Information may not be used by SUPPLIER for any purpose other than providing the goods or services described in this Purchase Order. Confidential Information shall not be disclosed to any third party without the prior written consent of QUINTILESIMS. In addition, all transactions between QUINTILESIMS and SUPPLIER will be treated as confidential. SUPPLIER, without express written permission from QUINTILESIMS, will not make any news release, public announcement, denial or confirmation of any dealings SUPPLIER has with QUINTILESIMS including, but not limited to, using Confidential Information in advertisements or sales literature or using the QUINTILESIMS name or logo.

18. ORDER OF PRECEDENCE AND TRANSLATIONS: The provisions of any existing written and mutually executed contract between QUINTILESIMS and SUPPLIER for the same goods or services shall take precedence over any inconsistent terms or conditions contained in this Purchase Order. QUINTILESIMS may, from time to time, change or supplement these terms and conditions. The only official version of this Purchase Order is in English. Any translations are for reference purposes only. In case of any discrepancies between the official English version and any translated version, the English version shall prevail.

19. RECALLS: Recall or other manufacturer notifications should be mailed to the 'Ship To' address on this Purchase Order.

20. TERM AND TERMINATION: The term of this Purchase Order shall commence on the date specified on the face of this Purchase Order and shall continue until SUPPLIER completes all its responsibilities, unless terminated sooner by QUINTILESIMS. QUINTILESIMS may terminate this Purchase Order immediately for breach of a term of this Purchase Order, or for convenience on thirty (30) days' written notice to SUPPLIER. Upon termination for any reason other than breach, QUINTILESIMS shall pay the sum of costs properly incurred up to the date of notification of intent to terminate. In no event shall such payments be greater than the original price stated on this Purchase Order. All obligations and liabilities which, by their nature, are intended to survive the expiration or the earlier termination of this Purchase Order shall remain in effect beyond any expiration or termination.