

## BD MEDICAL PHARMACEUTICAL SYSTEMS – UNITED STATES STANDARD TERMS AND CONDITIONS OF SALE

**GENERAL:** These general terms and conditions of sale ("Terms and Conditions") exclusively will govern the sale by BD Medical, Pharmaceutical Systems US of all products and services ("Products" and "Services," as applicable) to buyer. No addition or modification of these Terms and Conditions will be binding on BD unless agreed to in writing signed by an authorized representative of BD. BD objects to other terms and conditions that may be proposed by the buyer. Acceptance by BD of buyer's purchase order(s) is expressly conditioned on buyer's assent to all of the Terms and Conditions contained herein.

**CUSTOMER TESTING AND VALIDATION:** Customer is solely responsible for evaluating the appropriateness of the Products and Services for Customer's intended use, including any such use with Customer's or third party's compounds or other materials comprising part of Customer's processes, components and products, and Customer is further solely responsible for validating the Products with respect to all uses, materials and processes.

**WARRANTY AND LIMITATION OF LIABILITY:** BD represents and warrants that at the time BD ships the Products or performs Services, such Products or Services, as the case may be, shall meet the BD specifications relating thereto and shall be free from rightful claim of third parties for infringement of patent, copyright or trade secret. The foregoing warranty shall be void if the Products have been misused, neglected, improperly handled, altered, abused or used for any purpose other than the one for which they were manufactured or if the Products' failure to conform to the foregoing warranty was due in whole or in part to other conditions beyond the control of BD. THE WARRANTY SET FORTH IN THIS PARAGRAPH IS EXCLUSIVE REGARDING THE PRODUCTS AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUTES OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED.

BD's liability in connection with the Products and the supply thereof shall be limited to the repair or replacement of such Products or the return of the purchase price for such Products at BD's discretion. You agree that BD is not responsible for any indirect, consequential, or business damages (including without limitation, loss of profit or use), which may be suffered as a result of BD's breach of any contract, representation, or warranty or as a result of your sale or the use of the Products. You further agree that BD shall not be liable for any damages that may result from a force majeure, which shall include acts of God, acts of the public enemy, war, terrorism, insurrections, riots, injunctions, embargoes, fires, explosions, floods, or other unforeseeable causes beyond the reasonable control, and without the fault or negligence of, BD.

**INDEMNIFICATION:** Buyer shall indemnify and hold harmless BD, its affiliates, directors, officers, employees and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party to the extent such suit, demand, or action arises out of or results from its use or sale of the Products purchased by buyer from BD, except to the extent that such suit, demand or action arises out of the failure of such Products to meet the warranty set forth above.

**EXPORT LAW COMPLIANCE:** U.S. law regulates the export, re-export or other transfer of the Products that are sold by BD and purchased under the terms set forth herein. Any required U.S. and non-U.S. government authorization must be obtained prior to shipment, and diversion contrary to U.S. and non-U.S. law is prohibited. By ordering these Products from BD, the recipient agrees to comply fully with all applicable export control laws and regulations of the United States and applicable foreign governments, and expressly assumes responsibility for determining whether a subsequent transaction requires U.S. and non-U.S. government authorization and, if so, for obtaining such authorization before shipping or otherwise transferring the Products to another party.

Buyer shall not knowingly use, resell or distribute any BD Product directly or indirectly for the development, production or proliferation of weapons of mass destruction (nuclear, chemical, or biological) or missile delivery systems, and/or for terrorist activities.

**DELIVERY:** FOB, Carrier from last plant of manufacture or warehouse. Freight collect.

**PAYMENT TERMS:** Net 30 days from date of invoice. A monthly service charge of 1.5% will be added to all past due balances.

**PRICING:** Prices prevailing at time of shipment.

**WAREHOUSING:** Customer requests to delay shipments more than 60 days may result in inventory carrying charges of 1.5% per month.

**GOVERNING LAW AND JURISDICTION:** This agreement and all disputes arising hereunder and/or related to the BD Products purchased by buyer will be governed by and interpreted in accordance with the internal laws of the State of New Jersey without giving effect to the principles of conflict of laws. The parties hereby consent to and agree that the United States Federal Courts for the District of New Jersey, and State Courts of New Jersey, shall have the sole and exclusive jurisdiction to resolve all such disputes. The parties hereby waive any objection to such sole and exclusive jurisdiction.