

TERMS AND CONDITIONS OF PURCHASE UCB CANADA INC. (UCB)

These terms and conditions ("T&Cs") apply to any purchase order received by you ("Seller") from UCB Canada Inc. ("UCB") (each a "Purchase Order"). Additional terms and conditions may be specified in a Purchase Order, however, to the extent of a conflict arises between these T&Cs and those specified in a Purchase Order, the terms and conditions specified in a Purchase Order shall take precedence.

1. **ACCEPTANCE.** Agreement by Seller to furnish the goods, material or services (herein after referred to as "Goods", "Materials" or "Services" as the case may be) hereby ordered, or its furnishing such Goods, Materials or Services in whole or in part, shall constitute acceptance by Seller of the Purchase Order subject to these terms and conditions. In the event that a Purchase Order does not state a price or give a delivery date, UCB will not be bound to any prices or to delivery to which it has not specifically agreed in writing.
2. **COMPLETE AGREEMENT:**
 - 2.1 Seller agrees to sell and UCB agrees to buy the Goods, Material or Services which are the subject of this Purchase Order according to the terms and conditions hereof. The terms and conditions on the front and reverse side hereof constitute the complete agreement between UCB and Seller, superseding all prior Purchase Orders, understandings, or writings relative to the Goods, Material or Services. Notwithstanding Section 2.2 below, UCB objects to all terms and conditions different from or additional to those in this Purchase Order. To be effective, modifications must be made in writing and must be signed by authorized representatives of both parties. These rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of UCB to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.
 - 2.2 This Purchase Order may be used in connection with purchase release under a formal separate agreement if such formal separate agreement is references on the front hereof and, in such cases, the separate agreement terms shall prevail if inconsistent with the terms contained herein, unless otherwise agreed to in writing by authorized representative of both parties
3. **CHANGES.** UCB shall have the right by written order to suspend work, or to make changes from time to time in the Services to be rendered or the Goods or Material to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with a specification of the amount claimed and supporting cost figures. The Seller will be obligated not to effect any internal or external changes in dimensions, components, designs or processes without prior notification to UCB.
4. **TERMINATION; BREACH OF CONTRACT; DAMAGES.** UCB may, upon written notice, direct Seller to terminate this Purchase Order or work under this Purchase Order in whole or in part at any time, and such termination shall not constitute a default. The insolvency or adjudication of bankruptcy, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by the Seller shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this Purchase Order, Seller agrees upon demand by UCB to deliver to UCB the raw materials and work in process required in order to perform under this Purchase Order and UCB may then complete the work deducting the cost of such completion from the price, or in the alternative, pay to the Seller the cost of such raw materials and work in process.
5. **RISK OF LOSS/SHIPPING DIRECTIONS.** Risk of Loss shall be upon Seller until the goods are delivered to UCB's requested destination. Unless otherwise specified, Seller shall preserve and package all deliverable Goods or Material in a manner that will afford adequate protection against corrosion, deterioration and physical damage during shipment and must conform to common carrier rules and regulations and conform with UCB's directions for shipment.
6. **TIME OF DELIVERY.** Time is of the essence, and failure to meet agreed upon delivery shall be considered a breach of contract. Seller agrees to pay any penalties and damages imposed upon or incurred by UCB for its failure to deliver to its vendees, when due, goods or equipment containing material covered by this Purchase Order when such failure is due in whole or in part to Seller's failure to deliver in accordance with the delivery schedule herein. UCB reserves the right to refuse or return at Seller's risk and expense shipments made in excess of UCB's orders in advance of required schedules, or to defer payment or advance deliveries until scheduled delivery dates.
7. **SPECIFICATIONS; WARRANTY; INSPECTION.** Goods and Material made in accordance with UCB's specifications and drawings shall not be furnished or quoted to any other person or concern without UCB's written consent. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by UCB, and samples over designated type, part number or catalog description. In case of ambiguity in the specifications, drawing, or other requirements of this Purchase Order, Seller must, before proceeding, consult UCB, whose written interpretation shall be final. Seller warrants the Goods and Materials delivered or Services rendered on this Purchase Order to be merchantable and fit for their intended purpose. In addition, said Goods, Material or Services shall be free from defects, whether latent or patent, in labor, workmanship, materials, and design, and shall be in accordance with UCB's specifications, drawings, samples or other written or physical descriptions or guides and shall be suitable for the intended use. Seller warrants that it has good and marketable title to the Goods or Materials furnished. These warranties shall survive acceptance and payment. Seller shall be liable for and save UCB harmless from any loss, damage, or expense whatsoever that UCB may suffer from breach of any of these warranties. All material and workmanship shall be subject to inspection by UCB, its agents, employees, officers and directors before and after delivery. UCB may accept any Goods or Material that conforms to Seller's warranties and upon discovery of Goods or Materials not so conforming may reject or keep and rework any such Good or Material not so conforming. UCB may make 100% inspection or reject an entire shipment if UCB sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as UCB and Seller may agree upon in writing). Cost of rework, inspection, transportation, repacking and/or reinspection by UCB shall be at Seller's expense.

8. **AUDIT RIGHTS.** UCB may, at reasonable times and upon reasonable notice, perform such inspections and/or audits at Sellers facilities as UCB deems necessary to assure itself of Seller's compliance with applicable laws and regulations as well as to assure itself that Seller is complying with its obligations hereunder.
9. **CONFIDENTIAL INFORMATION.** Seller covenants and agrees that confidential information disclosed by UCB and all persons claiming under UCB, for the purpose of this Purchase Order shall be used only in the performance of this Purchase Order and shall not, without the prior written consent of UCB, be released or divulged to any other person or entity. This covenant shall survive termination of this Purchase Order. Seller shall not disclose any information concerning a Purchase Order, including its existence, without the prior written consent of UCB.
10. **UCB PROPERTY.** All specifications, drawings, tools, jigs, dyes, patterns, fixtures, materials and other items which are supplied by UCB or which are to be furnished by Seller as an item or items or this Purchase Order shall be confidential. They shall be and remain the property of UCB and UCB shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages, of any sort. All such items shall be used only in the performance of work under the Purchase Order and related contract or agreement unless UCB consents otherwise in writing. Seller shall prominently mark all such items as the property of and, if directed, the area in which they are located as containing the property of UCB. Seller shall similarly list all such items on invoices and shall be responsible for them as an insurer until delivered to UCB. Seller shall not dispose of any such items without permission from UCB. This Article 10 shall survive delivery and payment, and remain in full force until all said items are delivered to UCB or otherwise disposed of with UCB written consent.
11. **PATENTS & PATENT INDEMNITY.** Seller warrants that the sale, use or incorporation into manufactured products or Goods of all machines, devices, and material furnished hereunder which are not of UCB design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright, trade-mark or other similar rights. Seller shall save UCB (and all persons claiming under UCB) harmless from and against, and assume legal liability for and defend against, any and all expenses, liability and loss of any kind (and the costs and expenses, including legal fees) arising out of claims, suits or actions alleging such infringement.
12. **COMPLIANCE WITH LAW.** Seller warrants that the materials to be furnished and the services to be rendered under this Purchase Order, shall be performed, manufactured, sold and used in compliance with all relevant federal, provincial and local laws and regulations.
13. **ASSIGNMENT.** Seller may not assign monies due or to become due under this Purchase Order without the prior written consent of UCB. In no event shall Seller assign its obligation to perform under this Purchase Order and any related contract or agreement.
14. **INDEMNITY AGAINST CLAIMS.** Seller shall indemnify, hold free and harmless, assume legal liability for, and defend UCB, its agents, employees, officers, and directors, from any and all expenses, including, but not limited to, legal fees, reasonable investigative and discovery costs, court costs and all other sums which UCB, its agents, employees, officers and directors may pay, or become obligated to pay, on account of any, all, and every demand or claim, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of Seller's use of UCB premises, Seller's performance of its duties under this Purchase Order and any related contract or agreement, or the operation of Seller's business or any act or omission of Seller, his agents, or employees, whether such claims or actions be for damages, injury to persons or property, including UCB property, or death of any person, made by any person, group, or organization, whether employed by Seller or UCB, or otherwise, or for breach of warranty by Seller either expressed or implied. Seller shall also maintain such appropriate insurance sufficient to meet its indemnification obligations hereunder.
15. **INSURANCE.** Unless otherwise agreed to by UCB, Seller represents and covenants that it maintains comprehensive general liability insurance, including product and contractual liability coverages, with a minimum limit of one million dollars (\$1,000,000.00) for bodily injury and/or property damage. Seller will furnish copies of policies or certificates of insurance on UCB's demand.
16. **TAXES/PACKAGING/SHIPPING.** The price stated on the face hereof includes all taxes. However, all applicable taxes shall be listed separately on Seller's invoice. Seller will comply with all applicable tax laws and will indemnify UCB against loss due to non-compliance on Seller's part. The price stated on the face hereof includes charges for boxing, packing, storage and shipping, unless otherwise prepaid by UCB or provided for in this Purchase Order. Seller agrees to adhere to UCB shipping requirements, a copy of which is attached hereto or is available upon request.
17. **LANGUAGE.** The Parties hereto acknowledge that they have accepted that this Purchase Order be drafted in the English language. Les parties reconnaissent avoir accepté que cette Bon de Commande soit rédigée en anglais.
18. **GOVERNING LAW.** This order shall be interpreted according to the laws of the province of Ontario, without regard to its conflict of law provisions.
19. **CHOICE OF VENUE.** Any action at law, suit in equity, or other judicial proceeding concerning, relating to, or touching upon in any way this order, shall be brought, if at all, only in the Courts in the province of Ontario. All Parties acknowledge the right of the Court to assert personal jurisdiction in any such action over the Parties and waive and release now and forever any defense to that assertion of personal jurisdiction that might otherwise exist.