

GENERAL TERMS AND CONDITIONS – Testing Services

The placing of an order for work to be performed (“Services”) constitutes acceptance of these terms and conditions (the “Terms”).

Orders and Payment Terms. All prices and amounts due are in United States Dollars exclusive of applicable sales, use, excise, import, customs and/or other taxes. Quotations, proposals and estimates, collectively hereafter; (“Quotes”) are valid for 90-days from the date on the Quote. Avista Pharma Solutions, Inc., d/b/a Cambrex (“Cambrex”) reserves the right to re-quote after this period. To initiate Services, the requesting party (“Client”) shall provide Cambrex with a purchase order number (“PO”) referencing the Quote along with the retainer, if applicable, in the amount stated in the payment schedule of the Quote. Payment on invoices subsequent to the retainer are net thirty (30) days from the date of invoice.

Material Safety Information. This Quote assumes that the compounds of interest have known toxicological data to facilitate safety assessment for fit within Cambrex’s current safe handling policies. Client shall provide all necessary safety information concerning chemical entities it supplies to Cambrex to ensure safe handling, storage, usage, shipment and disposal. In the absence of such information, Cambrex reserves the right to have such compounds independently evaluated for occupational health hazards. Cambrex may refuse, without liability, substances that Cambrex cannot handle safely or which lack, in Cambrex’s assessment, sufficient information for Cambrex to determine the substances do not pose a risk to health or safety while in Cambrex’s possession. For hazardous materials requiring containment and/or special engineering controls, a surcharge may be applied.

Delivery Schedule. The scheduled dates for performance represent Cambrex’s best estimate, however unforeseen delays may occur. Both parties will use good faith efforts to minimize the timing disruption to the scope of work.

Change of Scope. During the course of performing Services, their scope may require modifications to the relevant Quote, in which case Client may authorize Cambrex in writing to perform additional, fewer or different services. Cambrex shall acknowledge such requests and if Cambrex agrees to the changes, issue a “Change Order” reflecting the scope or Service changes.

Delivery Method. The testing certificates/reports will be delivered via an electronic file share system.

Experimental Research and Development. In instances where a Quote calls for a testing to be performed according to a particular unvalidated design, it is recognized by the parties that there is no guarantee that the design called for in the Quote will produce useful results or achieve targeted specifications/outcomes. Client shall pay for such Services regardless of outcome where Cambrex has followed the design/process and applicable regulatory guidance.

Proprietary Information and Technology. Client shall be the exclusive owner of, and Cambrex hereby grants and assigns to Client, any and all concepts, inventions, improvements, designs, programs, formulas and know-how it discovers as a result of performance hereof, (collectively, the “Inventions”) other than improvements to Cambrex Core Technology. If requested by Client, and at the expense of Client, Cambrex shall do all things necessary to obtain patents or copyrights on any Inventions. Cambrex is and shall continue to be the sole owner of all of its pre-existing concepts, inventions, improvements, designs, programs, formulas and know-how. “Cambrex Core Technology” shall mean the technology, software, know-how and Confidential Information owned or licensed by Cambrex that is used by Cambrex in performing Services.

Nondisclosure. Client and Cambrex agree that for a period of five (5) years from the Service Estimate effective date, except to the extent required by law, regulation, judicial requirement, or regulatory agency, a) Cambrex will not itself use, or provide or disclose to any third party, any information, data, or documents which were specifically developed or generated by Cambrex for Client; and b) Client shall not provide or disclose to any third party, any information or documents which are identified by Cambrex as confidential at the time of disclosure to Client including pricing information provided in this Service Estimate.

Audits. Client may review the records of Cambrex relating to the Services performed and expenses incurred to assure compliance with all provisions of the Quote(s). Such reviews shall be offered to Client one time per year during regular business hours at mutually agreed upon times and must be completed in not more than two business days.

Notification. In the event of an inspection by any governmental or regulatory authority concerning the Services performed in the Service Estimate, Cambrex shall (i) notify Client promptly upon learning of such an inspection, (ii) supply Client with copies of any correspondence or portions of correspondence relating to Client’s materials and, (iii) inform Client of the general findings and outcomes of such inspections.

Retention and Disposal. Reserved samples are retained for a period of 30 days after completion of analyses and then destroyed, unless otherwise directed by the Client. Sample plates with growth are retained for a period of 30 days after completion of analyses and then destroyed, unless otherwise directed by the Client. Raw data will be retained for five (5) years after final report date. Upon prior request by Client and agreement from Cambrex, Client may arrange longer term storage or return of materials or data at Client’s expense.



Termination. Client will be entitled to terminate the project at any time with thirty (30) days prior written notice. Upon termination, Client will be obligated to pay the cost of work, materials and Services used for the project through the effective date of the cancellation and reasonable expenses incurred and fees related to wrapping up the project.

Additional Services and Fees. Client and Cambrex acknowledge that additional Services may be required or requested by Client with associated additional fees, including without limitation:

Additional Service Items	Price (subject to annual adjustment)
A minimum charge applies to all orders received. An order is defined as a sample shipment receipt with a completed Sample Submission Form (SSF)	\$200 per order
Reports mailed through US Postal Service	\$50 per report
Reports requested to include raw data	\$75 per report
Customized report (LIMS reports not included in this option)	\$312 per document
Project-specific pass through expenses	Cost of item(s) plus 10%
Client requested report revisions, data mining, trending, etc. not included in Quote	\$225 per hour
Aberrant data or investigations and reports, if not due to Cambrex error	\$225 per hour for investigation and report plus the price of additional testing
Client requested sample shipments not specifically included in the Quote (4 business day standard lead time)	\$50 per shipment plus shipping costs \$260 per shipment requiring special handling plus shipping costs
Client requested sample storage beyond 30-days after issuance of final report(s). Storage conditions subject to availability at each site. *Extended sample storage of Controlled Substances available at 200% of these fees	\$350 per material for re-login \$100 / lot / ft ³ / month @ ambient \$150 / lot / ft ³ / month @ 2-8 °C \$200 / lot / ft ³ / month @ -20 °C \$300 / lot / ft ³ / month @ -70 °C
Hazardous Material and Controlled Substance Disposal Fee	\$234

Warranty. Cambrex warrants that all Services performed by it hereunder conform to the requirements set forth in the Quote. The foregoing warranty is made to Client only and is not transferable. CAMBREX MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, EXCEPT THOSE HEREIN EXPRESSLY PROVIDED. CAMBREX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE ACTUAL SCIENTIFIC OR PHARMACEUTICAL RESULTS OF THE SERVICES HEREUNDER WILL NECESSARILY MEET CLIENT'S DESIRED SCIENTIFIC OR OTHER RESULTS.

Liability Limitation. Cambrex's total liability, in the aggregate, to Client and anyone claiming by or through Client, for any and all claims, losses, costs, or damages, including without limitation, attorney's fees and costs and expert witnesses' fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Services from any cause or causes shall not exceed the total compensation received from Client for the specific activity in the Quote. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (OR THE TERMINATION HEREOF) INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR ANTICIPATED SALES. Materials supplied to Cambrex by or on behalf of Client shall at all times be owned by Client. Cambrex shall have no liability on such materials unless due to gross negligence or willful misconduct.

Indemnification. Client shall defend, indemnify and hold harmless Cambrex, its directors, officers, employees, agents and representatives from any products liability or other third party claims, proceedings or investigations arising out of or in connection with the Services performed hereunder including, without limitation, judgments or amounts paid in settlement of claims, proceedings or investigations, and all expenses, fees or costs in connection therewith ("Loss"), provided that such Loss is not the result of Cambrex's gross negligence or willful misconduct.

Cambrex shall defend, indemnify and hold harmless Client, its directors, officers, employees, agents and representatives from any third-party claims, proceedings or investigations including, without limitation, all Losses, but only to the extent arising from Cambrex's gross negligence or willful misconduct in the performance of the Services.

Insurance. Client and Cambrex each will maintain insurance in types and amounts reasonably adequate to cover any liabilities arising out of its obligations hereunder, and, upon request, each party will provide to the other party a certificate of insurance showing that such insurance is in place, which certificate shall demonstrate the amounts, exclusions, and deductibles of such insurance coverage.

Conflict Resolution. In the event of a dispute regarding payment or the performance of Services pursuant to the Quote (each, a "Dispute"), the parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the

senior management of each party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent is to encourage the parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this paragraph shall prevent or inhibit either party to institute any other action to resolve such Dispute(s).

Force Majeure. Cambrex shall not be liable for any failure to meet its obligations under the Quote due to any cause beyond Cambrex's reasonable control, including, without limitation, acts of public enemy, acts of any governmental authority, including governmental laws, ordinances, rules and regulations whether or not valid, acts of God, including hurricanes, floods, epidemics and severe weather, quarantine restrictions, strikes or lockouts, labor disputes or shortages, embargoes, war, riot, malicious acts or damage, accidents, interruption of supplies, equipment malfunction or failure of electrical supply or other utilities.

Employee Recruitment. For a period of one (1) year from the date hereof, except to the extent required by law, regulation, judicial requirement, or regulatory agency, Client will not seek to actively recruit Cambrex personnel.

Entire Agreement. The Quote and Terms expressed herein constitute the entire agreement between Cambrex and Client and supersede all prior negotiations, representations, or agreements, either written or oral, with respect to the Services to be provided under the Quote. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Client may use in connection with this Quote will have any effect on the rights of Cambrex, or otherwise modify, this Quote, regardless of any failure of Cambrex to object to such terms, provisions or conditions. In the event Client's purchase order contains any terms or conditions which are different from those contained in the Quote, the terms of the Quote shall control.

Choice of Law. The Quote shall be interpreted and construed in accordance with the laws of the State of Delaware, without the application of its choice of law provisions to the contrary.

Severability. In the event that any provision hereof shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.

Assignment. Neither Cambrex nor Client shall assign its rights under the Quote without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, the parties may transfer or assign its rights and obligations under the Quote to a successor to all or substantially all of its business or assets relating to the Quote whether by sale, merger, operation of law or otherwise.