

TERMS AND CONDITIONS OF PURCHASE

By Perrigo Company and all of its operating subsidiaries

1. **ACCEPTANCE.** No changes or modifications in this order shall be made except upon Buyer's written authority. No terms or conditions shall be imposed by the Seller that are inconsistent with or in conflict with the terms and conditions set forth herein. Buyer shall not be deemed to have waived any of these terms and conditions if it fails to object to provisions appearing in, or incorporated by reference in Seller's documents.
2. **SHIPMENT.** If the goods are not shipped or services performed in accordance with Buyer's direction and the instructions set out in this order, Seller shall pay to Buyer any excess cost occasioned thereby.
3. **PACKING SLIPS** must be included in all shipments and the last packing slip must state "ORDER COMPLETED".
4. **BUYER'S PURCHASE ORDER NUMBER** must be shown on each package, packing slip, and invoice.
5. **DELIVERIES** must be made to Buyer's receiving room or according to specific Buyer instructions.
6. **PRICE.** If price is not stated in this order, it is agreed the goods and/or services shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or changed without Buyer's specific authorization.
7. **TAXES.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the goods furnished hereunder or the materials used in the manufacture thereof. All such taxes and charges shall be shown separately on Seller's invoice.
8. **EXTRA CHARGES.** No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
9. **EXCESS GOODS.** Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.
10. **MISBRANDING, ETC.** Seller hereby guarantees and warrants that no food, drug, or cosmetic comprising, or being part of, any shipment or other delivery now or hereafter made to Buyer from Seller will at the time of shipment or delivery, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), or within the meaning of any applicable State or other law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act, or will be an article which may not under the provisions of said Act be introduced into interstate commerce.
11. **INDEMNIFICATION.** Seller agrees to indemnify Buyer and to hold Buyer harmless of all claims, losses, suits, damage, or injury, including attorney's fees and costs arising out of or related to the goods covered by this purchase order.
12. **DELAYS.** If seller fails or refuses to proceed with this order, or if Seller fails to make delivery, or Buyer to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this order unless the delay is an excusable delay as hereinafter defined. An excusable delay shall not constitute a default hereunder. The term "excusable delay" as used in this paragraph means any delay in making or accepting deliveries which results, without fault or negligence on the part of the party involved and which is due to causes beyond its control, including, without being limited to, acts of God or of a public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other of any such delay and cause thereof.
13. **WARRANTY.** Seller expressly warrants that all materials, services, and articles covered by this order or other description or specification furnished by Buyer shall be in exact accordance with such order, description, or specification, and free from defects in material and/or workmanship and merchantable and shall conform to any warranties which arise by implication by law or by the conduct of the parties. Any deviations from this order or specifications furnished hereunder, or any disclaimers, exclusions, or modification of any warranties, express or implied, shall not be a part of this contract unless specifically agreed to in writing by Buyer's purchasing department.
14. **REMEDIES.** Buyer shall all have remedies available at law or in equity. No modification or limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Buyer's purchasing department.
15. **INSPECTION AND ACCEPTANCE.** All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any claims that Buyer may have against Seller.
16. **LABELING LAWS.** Seller shall label containers of all goods that are known to constitute a health, poison, fire, or explosion hazard in accordance with all U.S. Department of Transportation Hazardous Materials Safety Regulations as outlined in 49 CFR Parts 100-185 and all amendments.
17. **PATENTS.** Seller warrants that the material or service purchased hereunder does not infringe on any letters patent granted by the United States for any trademark, trade dress, or other intellectual property right of a third party, and covenants and agrees to save harmless and protect Buyer, its successors, assigns, customers, and users of its product, against any claim or demand based upon such alleged infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising therefrom.
18. **ASSIGNMENT.** Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party, and any assignment made without such consent shall be null and void, except that Buyer may assign this order and its interest therein to any affiliated corporation, or to any corporation succeeding to Buyer's business, without consent of the Seller.
19. **APPLICABLE LAWS.** Seller, in the performance of this order shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other applicable Federal, state, and local laws in effect, in such form as Buyer may from time to time require.
20. **CONSTRUCTION.** This contract shall be governed by and interpreted in accordance with the laws of Michigan. The application of the U.N. Convention on Contracts of the International Sale of Goods (1980) is excluded from this order.
21. **EQUAL EMPLOYMENT OPPORTUNITY - U.S Vendors Only**
Our organization is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60- 741.5 require that covered prime contractors and subcontractors ensure non-discrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected Veteran status.