

TERMS AND CONDITIONS

These terms, conditions, and instructions (“Terms and Conditions”) shall apply to all current purchase orders, and subsequent purchase orders received by you (“Seller”) from Celgene International and its affiliates including but not limited to Bristol-Myers Squibb Company, and/or other affiliates in Netherlands and abroad (“Buyer”) whether received by mail, by telephone, or by electronic means (each a “Purchase Order”), from the date of your receipt of these Terms and Conditions until such time as you receive a revised edition of these Terms and Conditions or other notice of revocation of the same Terms and Conditions, it being understood that these Terms and Conditions may be updated from time to time with such updated document available at the Buyer’s “Supplierlink” website. These Terms and Conditions shall apply to all transactions between you and Buyer until further notice, unless your written objection(s) to these Terms and Conditions is (are) received by Buyer within thirty (30) days after you receive this document.

For purposes of clarification, any Buyer entity may issue a Purchase Order under these Terms and Conditions for itself or on behalf of an affiliate, acting as a purchasing agent for such affiliate.

Additional or different terms and conditions applicable to a particular Purchase Order may be agreed to in writing and specified in the body of the Purchase Order, or in an annex thereto. In the event of a conflict between these Terms and Conditions and the Purchase Order, the Purchase Order shall take precedence with the exception of (i) Section 2. ELECTRONIC TRANSACTIONS, below and (ii) these Terms and Conditions shall prevail over any separate terms and conditions that Seller may provide or attach to a Purchase Order, unless Buyer expressly agrees to the contrary in the Purchase Order.

Notwithstanding anything to the contrary contained herein, Seller and Buyer have executed a master service agreement, or purchase or supply agreement to govern the purchase and sale of the goods and services, the terms agreed in such master, purchase or supply agreement shall be controlling and take precedence over these Terms and Conditions as well as over any additional or different terms contained in any document including documents generated by Seller.

Please retain this document in your company files for future reference

1. **ACCEPTANCE:** The acceptance by Seller of a Buyer Purchase Order is expressly limited to the terms set forth in the present Terms and Conditions and the accepted Purchase Order. Any terms and conditions contained in a proposal, quotation or invoice issued by Seller shall not constitute a part of the contract resulting from Seller's acceptance of a Buyer Purchase Order, unless such terms and conditions are specifically and expressly incorporated in the Buyer Purchase Order. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance limited to the terms and conditions contained in the present Terms and Conditions and the Purchase Order, notwithstanding such additional or different terms. Seller's shipment of goods or commencement of services in response to a Buyer Purchase Order shall constitute acceptance of these Terms and Conditions and any additional or different terms contained in any acknowledgment, invoice form or other document submitted by Seller shall not constitute part of the contract resulting from Seller's acceptance.
2. **ELECTRONIC TRANSACTIONS:**
 - a. If Seller and Buyer have mutually agreed to the use of an Electronic Data Interchange (“EDI”) system to facilitate purchase and sale transactions, Seller agrees that:
 - i. it shall not contest (a) any contract resulting from an EDI transaction on the ground that such agreement should have been in writing or signed by the parties to be binding upon them; or (b) the admissibility of copies of EDI records as evidence in any proceedings;
 - ii. it shall use proper security procedures to protect its EDI records from unauthorized or abusive access; and

- iii. the records maintained by Buyer regarding EDI purchase orders issued by Buyer shall be controlling.
 - b. If Seller and Buyer have mutually agreed to an Automated Clearing House to facilitate purchase and sale transactions, the payment term in the Purchase Order shall be extended by five (5) days.
- 3. PRICE: Any Buyer Purchase Order shall be executed at the price specified in the Purchase Order, or at any lower price. If no price is specified the Purchase Order shall be executed at the lowest of (a) the price last quoted by Seller, (b) the price last paid by Buyer to Seller for the same good or service, or (c) the prevailing market price for the good or service, unless a higher price is approved in writing by an authorized representative of Buyer's procurement department.
- 4. AMENDMENT: Any change, amendment, or correction to a Buyer Purchase Order or the contract resulting from its acceptance shall be ineffective unless approved in writing by an authorized representative of each party.
- 5. INSPECTION AND WARRANTY FOR DEFECTS: All goods supplied pursuant to a Buyer Purchase Order shall be subject to Buyer's inspection and approval, notwithstanding prior receipt and payment. If defective or unsatisfactory, Buyer may rescind the Purchase Order and return the goods to Seller and transportation costs (delivery and return) shall be borne by the Seller. Buyer may at its own discretion, decide to keep the defective goods and request a corresponding price reduction, or where applicable, request the replacement of the goods by other acceptable goods of the same kind.
- 6. PACKAGING: Seller shall package the goods as necessary for shipment at no additional charge for Buyer unless otherwise specified in Buyer Purchase Order.
- 7. CANCELLATION: Buyer shall have the right to cancel any Purchase Order in part or in its entirety, in accordance with Section 26 herein.
- 8. GENERAL REPRESENTATIONS AND WARRANTIES: Seller represents and warrants that, to the best of its knowledge:
 - a. If a Purchase Order relates to the purchase of any food, drug or cosmetic, all food, drug or cosmetic currently or in the future shipped or delivered by Seller to Buyer will at the time of the shipment or delivery comply with all applicable laws;
 - b. No good supplied under a Buyer Purchase Order is produced in violation of the United States Generic Drug Enforcement Act of 1992, as amended (the "Act"). If at any time Seller becomes aware that this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances;
 - c. Seller will at all times comply with all applicable laws and regulations relevant to its provision of goods, software, services and products supplied pursuant to a Buyer Purchase Order;
 - d. Seller is not debarred and has not, in connection with the performance of a Buyer Purchase Order, used in any capacity the services of any individual or person (as defined in the Act) debarred by any competent authority under the provisions of the applicable law or regulation. If at any time Sellers becomes aware that this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances;
 - e. No good, software, service, or product supplied pursuant to a Buyer Purchase Order, including work product, infringes any trademark, copyright, patent, or other proprietary rights of a third party. Seller's warranty does not extend to any infringement caused by the use of a good in combination with other materials. Seller warrants however that if Seller has knowledge of any intended such combination it will not, to the best of its knowledge, infringe on any third party rights;

- f. All goods, software, or products supplied pursuant to a Buyer Purchase Order shall be shipped in full compliance with all packaging, labeling, shipping, and documentation requirements, including all requirements set out in applicable international, federal, cantonal and other local laws and regulations concerning hazardous materials, substances, and waste and transportation of such goods. Any hazardous material, substance and waste shall be packaged, marked, and labeled in accordance with the applicable regulations;
 - g. Seller agrees that any software, product or service provided pursuant to a Buyer Purchase Order will comply with all federal, cantonal and local laws and regulations;
 - h. Seller will pass through or assign to Buyer any third party's warranty obtained by Seller in connection with any product provided to Buyer. Notice regarding warranty claims raised by Buyer due to defects and/or non-conformities in the equipment or in the operation of the equipment shall be given to Seller, and upon receipt of such a notice, Seller shall take all reasonable steps necessary to effect prompt repair of the equipment;
 - i. Without limiting Seller's liability to Buyer or third parties, Seller shall maintain a sufficient commercial third-party liability insurance and a professional liability insurance to cover its contractual, product and operations-related liability and indemnification risks under any Buyer Purchase Order and applicable law. All such insurances shall be primary and not contributory to any other insurance available to Buyer. Seller represents and warrants that it shall promptly file all claims made under a Buyer Purchase Order with its insurance carriers. Seller agrees to defend, indemnify, and hold harmless Buyer against any and all liabilities, costs, expenses (including attorney fees), damages and judgments caused by or resulting from a breach by Seller of any of the foregoing warranties.
9. ACCESS SECURITY: In its facilities, Seller shall comply with all facilities' access, safety, and security measures required by Buyer. While at any Buyer site, Seller shall ensure that its employees follow Buyer's policies.
10. NONDISCLOSURE: Except to the extent provided in Section 12, neither party shall disclose any information pertaining to any transaction between the parties, including, but not limited to, the existence and content of any Buyer Purchase Order, or the contract resulting from the acceptance of any Purchase Order, without the prior written consent of the other party.
11. CONFIDENTIALITY: Each party shall preserve as confidential all, and shall not disclose any, proprietary and/or confidential information of the other party (including information received from a third party under an obligation of confidentiality) that each party may have access to as a result of these Terms and Conditions, a Buyer Purchase Order, the contract resulting from the acceptance of a Purchase Order or the presence of a party's employee or representative at the other party's site. This confidentiality obligation shall apply to all proprietary and/or confidential information of either party, whether in its original form or a derivative form, including work product resulting from Seller's performance of a Buyer Purchase Order. Neither party shall take photographs of any portion of any work performed pursuant to a Buyer Purchase Order or duplicate any drawings or specifications without the prior written approval of the other party. Nothing herein shall prevent the communication to others of any proprietary and/or confidential information which (i) the receiving party can show was known to it or its representatives prior to its receipt from the disclosing party, (ii) was lawfully obtained by the receiving party or its representatives other than by disclosure from the disclosing party, or (iii) became public knowledge through no fault of the receiving party. This confidentiality obligation survives the termination or expiration of any Purchase Order or contractual relationship between the parties.

12. **PUBLICITY**: Neither party may advertise or promote anything using the name or a description allowing to identify the other party (including, but not limited to, disclosing the existence of these Terms and Conditions), without first securing, in each instance, the express written consent of the other party, except as required by law. If required by law, the disclosing party shall provide a copy of the information and documents identified for disclosure for the prior review and comment by the other party's external corporate communications (public relations) department (or any other department or individual identified by the other party), which shall have a minimum of five (5) business days to review and comment on the information and documents. The Bristol-Myers Squibb and Celgene logos may not be used under any circumstance.
13. **LIMITATION OF LIABILITY**: The extent of liability is in accordance with applicable law. Buyer shall only be liable for damages caused by gross negligence and willful misconduct.
14. **DATA PROTECTION**: Seller and Buyer shall comply with all applicable data protection laws. Buyer shall be entitled to use data collected or made available in connection with the performance of a Purchase Order and Seller's performance of the same. Data may be disclosed to third parties to the extent that such disclosure is necessary for the proper performance of a Buyer Purchase Order. Seller acknowledges that Buyer is part of an international corporate group and agrees that Buyer may transfer data abroad including to the United States of America.
15. **GOVERNING LAW**: Buyer Purchase Order and any agreement of sale resulting from its acceptance shall be governed by and construed according to the laws of Netherlands, excluding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods is excluded.
16. **JURISDICTION**: The Parties agree that any controversy or claim arising out of or relating to a Buyer Purchase Order and any agreement of sale resulting from its acceptance, or the breach thereof, shall be submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.
17. **BMS STANDARDS OF BUSINESS CONDUCT AND ETHICS**: In connection with all services provided pursuant to these Terms and Conditions, Seller represents and warrants that it and its employees involved in the performance of services for Buyer has/ve received, read, understand/s and agree/s to abide by Buyer's *Standards of Business Conduct and Ethics*. Seller shall ensure that any employee who subsequently performs services for Buyer receives, reads (within thirty (30) days of commencing work for Buyer), understands and abides by Buyer's *Standards of Business Conduct and Ethics*.
18. **LICENSE TO PRACTICE**: Seller represents and warrants that:
 - a. Seller and Seller's personnel performing services pursuant to these Terms and Conditions as a Seller authorized representative, are in good standing and are not subject to any restriction, loss of their professional license, and/or any related certifications, rights, or privileges;
 - b. Neither Seller nor any of Seller's personnel who perform services pursuant to these Terms and Conditions as an authorized representative of Seller, are currently excluded, disbarred, suspended, or otherwise ineligible to work in the life sciences sector; and
 - c. It shall notify Buyer immediately upon becoming aware of a request for information, the commencement of a proceeding or any other similar action in respect of conduct by Seller or Seller's personnel involved in performing services for Buyer, which may result in a change of the representations made to sections (a) through (b) above. Seller shall take all necessary steps to ensure that concerned Seller personnel ceases any involvement in the performance of services for Buyer.

The following additional terms shall apply to Purchase Orders for software

19. LICENSE: Seller hereby grants to Buyer, and Buyer hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use the software for the number of users or copies of the software provided in the Purchase Order (the "License"). Seller and Buyer expressly agree that no shrink-wrap and click-through software licensing agreements shall apply to any software purchased under these Terms and Conditions unless Buyer expressly agrees in writing to a shrink-wrap or click-through software licensing agreement.

20. USE OF SOFTWARE AND DOCUMENTATION:
 - a. Buyer may, as part of the License, make additional copies of the software and documentation supporting the licensed software. Buyer may also make one (1) backup and archive copy of the software and documentation. Unless otherwise provided on the Purchase Order, Buyer shall have the right to use the software on or in connection with any central processing unit ("CPU") that it utilizes to fulfill its data processing needs. Buyer reserves the right to use the software at one or more sites, and to transfer such software, with the prior written consent of Seller, which shall not be unreasonably withheld.
 - b. Buyer, its agents, contractors, assignees and employees shall have the right to use and operate the software for Buyer's internal business purposes only and within the scope of the License.
 - c. The License granted pursuant to Section 19 above or the Purchase Order shall commence upon execution of the Purchase Order.

21. SOFTWARE REPRESENTATIONS AND WARRANTIES: Seller represents and warrants:
 - a. At delivery and for no less than two (2) years following receipt of the software (or any update thereto) by Buyer (the "Warranty Period") the software shall conform to and operate in accordance with the requirements in the Purchase Order and all documentation and specifications supplied by Seller. Seller shall bear no responsibility for failures caused by (a) Buyer's failure to use the software in accordance with the instructions included in the documentation provided to Buyer by Seller, or (b) any modification to the software by any person other than Seller, its employees, agents, affiliates or subcontractors (unless such modification was authorized or approved by any of the foregoing).
 - b. Seller shall at all times document the operation of the software in a manner consistent with commercially reasonable practices of the software development industry and shall use reasonable efforts to ensure that such documentation accurately reflects the operation of the software and is sufficient to enable a person reasonably skilled in computer programming to use and maintain the software once in possession of the software source code.
 - c. If maintenance services on the software are elected by Buyer, the maintenance services agreement shall become effective at the end of the Warranty Period of the software and shall automatically renew annually. Seller shall notify Buyer in writing thirty (30) days prior to the renewal date Buyer may terminate the maintenance services agreement in writing prior to the renewal date.
 - d. Any software using dates has been tested and any change of date (such as a change of millennium) will not adversely affect the performance of any software with respect to date-dependent data, computations, output or other functions, including storage, creation, storage, process and output information without error or omissions at no additional cost to Buyer.
 - e. Unless authorized in writing by Buyer or necessary to perform valid duties under the software documentation, any software (including firmware and other software embedded in hardware devices) provided to Buyer by Seller for use by Buyer shall:

- (a) contain no hidden files such as “back door”, “drop dead device”, “time bomb”, “Trojan horse”, “virus”, or “worm” as these terms are commonly understood in the software industry or any other code designed or intended to have, or capable of performing, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user’s consent;
- (b) contain no lock, dongle, clock, timer, counter, hardware key, software license key, copy protection feature, replication device, virus, or other hardware or software code (“Disabling Code”) that may: (i) lock, disable, or erase all of or a portion of the software; (ii) limit or prevent full use of or copying of the software as permitted under the Purchase Order; (iii) harm or otherwise interfere with Buyer systems or data; or (iv) require action or intervention by Seller or any other person to allow use of the software as permitted under the Purchase Order. With respect to any such code that may be part of software, Seller will not invoke the Disabling Code at any time for any purpose without the written consent of Buyer; and
- (c) contain no freeware, computer code, or other items or materials that are subject to the GNU General Public License or any other open-source license agreement, except as expressly set forth in the software licensing agreement. For any such code or items identified in the applicable software licensing agreement, Seller will provide Buyer with a copy of all applicable open-source license agreements and represents and warrants that use by Buyer of the software as permitted under the Purchase Order does not infringe any such license rights.

Seller shall be in default of the relevant Purchase Order if any software supplied under the Purchase Order has any of the foregoing attributes, and notwithstanding anything elsewhere to the contrary in a Purchase Order.

- f. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED “AS IS”, AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO A PURCHASE ORDER SHALL NOT EXCEED THE FEE PAID TO SELLER FOR THE USE OF THE SOFTWARE OR OTHER APPLICABLE PRODUCT (AS PER THE PURCHASE ORDER). TO THE EXTENT PERMITTED BY THE LAW, NO PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- g. The terms of this Section 21 shall only apply to the purchase of goods. Additional terms, including Cyber Terms shall apply to the procurement of services.

22. LICENSE TERMINATION:

- a. In the event of a material breach by Buyer of any of its obligations under a Buyer Purchase Order or a license agreement, Seller may terminate the License(s) affected by the material breach, upon thirty (30) days advance written notice to Buyer, provided that Buyer has not cured the breach by the expiration of such notice period. Thirty (30) days after termination of the License(s) pursuant to this Section 22(a), Buyer shall discontinue all use of the terminated License(s). Buyer shall provide Seller with a written certification attesting of the destruction of all copies of the software in Buyer’s possession custody or control.
- b. In the event of a breach by Seller of any of its representations, warranties and/or obligations under a Buyer Purchase Order, these Terms and Conditions or a maintenance agreement, Buyer may terminate either the License, and/or any associated Purchase Order and/or maintenance services agreement upon thirty (30) days’ notice to Seller and provided that Seller has not cured the breach by the expiration of such notice period.

- i. If Buyer terminates the License and/or the maintenance services agreement for breach, Seller shall refund on a pro rata basis any and all amounts paid thereunder by Buyer as license fee and/or maintenance services. Thirty (30) days after termination of the License(s) and/or services agreement pursuant to this Section 22(b)(i), Buyer shall discontinue all use of the terminated License(s) and shall provide Seller with written certification attesting of the destruction of all copies of the software in Buyer's possession custody or control.
- ii. If Buyer terminates only the maintenance services, Seller shall refund on a pro rata basis any and all amounts paid by Buyer for maintenance services. Buyer shall retain all of its rights under the License.
- c. All other provisions of the Purchase Order and these Terms and Conditions shall survive termination of a License.

23. INDEPENDENT CONTRACTOR: Seller acknowledges and agrees that in performing services for

The following additional terms shall apply to Purchase Orders for installation, maintenance and other services

Buyer, Seller will be acting solely as an independent contractor, and neither Seller nor any of its employees, associated consultants, subcontractors and employees of said consultants or subcontractors shall be deemed to be employees or agents of Buyer for any purpose. Subject to Section 24 below, all persons employed by Seller in the performance of the services to Buyer are employees of Seller. Seller shall carry such employees on its payrolls and make all required payments, including to local social security, taxes, insurances, in compliance with applicable local and foreign laws and regulations.

- 24. SUBCONTRACTORS: Seller shall not use any subcontractor without first notifying Buyer. Subject to the foregoing, if Seller decides to use a subcontractor, Seller shall remain fully responsible for the services performed by the subcontractor as if Seller performed the services itself directly.
- 25. VERIFICATION AND ACCEPTANCE OF SERVICES: Seller shall document each maintenance service call with a work ticket, which shall be signed by Buyer's representative and submitted with Seller's invoice. Each deliverable under a Buyer Purchase Order shall be subject to an acceptance test performed by Buyer to verify that the deliverable satisfies all requirements set by Buyer. If the acceptance test reveals a non-conformity and Buyer notifies Seller of such non-conformity within ninety (90) days following delivery, Seller shall either correct the non-conformity in a timely, professional manner and at no additional charge to Buyer, or, at Buyer's sole discretion, refund any amount paid by Buyer for the services associated with the non-conforming deliverable.
- 26. LIABILITY INSURANCE: If Seller is requested to perform services on Buyer's property, Seller shall at all times during the performance of such services maintain valid professional indemnity and commercial third-party liability insurances
- 27. INDEMNIFICATION: Seller agrees to defend, indemnify, and hold harmless Buyer, its directors, officers, agents, and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of lawsuits, claims and demands by reason of injury, death of any person(s) or damage(s) to any property(ies) attributable to the willful misconduct, negligent acts or negligent omissions of Seller and/or its subcontractors, and their officers, agents or employees.
- 28. LIENS: Seller agrees and warrants that no mechanics liens shall attach to Buyer's property by virtue of Seller's default in paying its employees, suppliers or subcontractors.

29. OWNERSHIP OF MATERIALS: Buyer acknowledges that the services provided by Seller under a Buyer Purchase Order and these Terms and Conditions, are proprietary to Seller. All rights to such services not expressly granted to Buyer are expressly reserved to Seller. Without that the foregoing be exhaustive, Seller shall retain and reserve all intellectual property rights, titles, and interests in the following: (a) all ideas, concepts, know-how, methodologies or techniques which Seller owned previously or independently of the performance of services to Buyer, or which were conceived by Seller during the performance of the services to Buyer; and (b) any material developed by or on behalf of Seller previously or independently of the performance of services to Buyer. Notwithstanding the foregoing, any and all reports, plans, information, data, drawings, computer software, final designs, models, prototypes or other works supplied by Seller to Buyer in performance of a Purchase Order shall be owned by Buyer.
30. ADDITIONAL REPRESENTATIONS AND WARRANTIES:
- a. Seller shall use reasonable efforts to ensure that the services will be executed in accordance with Buyer's Purchase Order and all applicable international, federal, cantonal and local laws, rules, regulations and guidelines. Seller shall procure at its own expense all permits and licenses required for the performance of the services and shall arrange for all required inspections. Unless Buyer directs otherwise, Seller further warrants that all materials utilized in the services will be new. Seller warrants that all work product produced under a Buyer Purchase Order shall be of original development and all Seller property shall be of original development or licensable by Seller, as the case may be, and all work product and property licensed or owned by Seller and used in the performance of any work under a Buyer Purchase Order shall not infringe or violate any patent, copyright, trade secret, trademark, or other third party right. Seller shall perform all services under a Buyer Purchase Order on a professional reasonable basis and in a diligent, workmanlike, and expeditious manner.
 - b. Seller warrants that it has enforceable written agreements with all of its employees and all subcontractors (i) assigning to Seller ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and (ii) obligating such employees and subcontractors on terms and conditions no less restrictive than contained in these Terms and Conditions, not to use or disclose any proprietary rights and information learned or acquired during the course of their employment or engagement, including, without limitation, any work product, and other information.
31. TERMINATION: Notwithstanding any contrary terms above, Buyer shall have the right at its absolute discretion and at any time, from one (1) day after Buyer's written notice to Seller, to cancel in whole or in part, any Buyer Purchase Order or contract resulting from the acceptance of a Purchase Order. In the event of such cancellation, Buyer shall have no obligation to Seller except the obligation to pay all costs actually incurred by Seller prior to the date of termination including accepted trade allowance on such costs as full payment of Seller's overhead and profit, provided, however, that in no event shall Buyer be obligated to pay an amount in excess of the amount set out in Buyer's order for the services. Any advance payments will be refunded. If Buyer's order or any resulting contract is canceled as a result of the default of Seller, Buyer shall have no obligation to reimburse Seller for any services performed by Seller pursuant to Buyer's order or any resulting contract.

Shipping and Invoicing Instructions

32. MARKINGS: The Buyer's Purchase Order number shall appear on all packages. Additionally, each container must also be plainly identified with the name of the manufacturer, the Buyer's product title, the net weight, and the parcel number of total parcels shipped.
33. ADDITIONAL INSTRUCTIONS FOR SHIPMENT OF DRUGS, CHEMICALS, AND PACKAGING MATERIALS: In addition to the requirements in Section 32 above, each container shall also be plainly identified with the manufacturer's control number, the manufacturing location, the Buyer's item code, and the lot or batch number. The number of lots shall be kept to a minimum.
34. PACKING SLIPS: A packing slip itemizing contents should be placed on the outside of each shipment in a protective envelope. Buyer's Purchase Order number shall appear with each item on Seller's packing slip. On shipments of drugs and chemicals, show the number of containers in each of the manufacturer's batch shall also.
35. INVOICES: Each invoice shall show Buyer's Purchase Order number, net weights, payment terms and transportation terms. Buyer's Purchase Order line number shall appear with each item on Seller's invoice. Improper invoices may be returned for correction without loss of discount. In case of doubt concerning quality or of rejection, payment may be deferred by Buyer without loss of discount. Due dates and cash discounts will be computed from the date the invoice is received by Buyer's Accounts Payable department.
36. BILLS OF LADING: Each bill of lading shall show Buyer's Purchase Order number, net weight, gross weight, and/or tare weight where applicable, as well as the number of containers. If the shipment contains drugs or chemicals, the bill of lading shall show the number of containers in each manufacturing batch. If transportation is agreed F.O.B. origin and transportation charges are for Buyer's account, shipment shall be at the released value rates that will produce lowest transportation cost via Buyer's designated carrier. When Buyer's carrier is not used and that results in higher transportation charges for Buyer, the excess charges will be deducted from Seller's invoice prior to payment.
