

PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT.** These Purchase Order Terms and Conditions (the “**Terms**”) and the terms in the accompanying purchase order (“**PO**” and, together with the Terms, this “**Agreement**”) (**A**) are the only terms that govern the purchase of goods (“**Goods**”) and/or services (“**Services**”) by the Renejix entity named in the PO (“**Renejix**”) from the supplier named in the PO (the “**Supplier**”) and together with Renejix the “**Parties**”); and (**B**) constitute the entire understanding between the Parties, and supersedes any contracts, agreements or understandings (oral or written) of the Parties with respect to the subject matter hereof; *provided, however*, if there is any conflict or inconsistency between the provisions of this Agreement and those of a fully executed, written contract between the Parties, the provisions of such contract shall control. This Agreement prevails over any term or condition proposed by Supplier, regardless of when Supplier submitted such terms or conditions. Supplier’s commencement of performance to fulfill the PO constitutes Supplier’s acceptance of this Agreement.
2. **PRICING AND PAYMENT TERMS.** Unless otherwise stated in the PO, the prices of the Goods and/or Services (**A**) are the prices stated in the PO and (**B**) include all packing, packaging, transportation, storage, insurance, customs duties, and fees. No price increase for any reason is effective without Renejix’s prior written consent in its sole discretion. Supplier shall invoice Renejix after completion of the PO terms. Renejix shall pay all properly invoiced, undisputed amounts to Supplier within sixty (60) days of Renejix’s receipt of such invoice through Renejix’s designated pay platform. Without limiting Renejix’s other rights and remedies, Renejix may set off any amount owing to it or its Affiliate (defined below) by Supplier against any amount payable by Renejix to Supplier. If a payment dispute arises, the Parties shall resolve such dispute expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding any such dispute. “**Affiliate(s)**” means, with respect to any individual, corporation, partnership, limited liability company, association, trust, unincorporated entity or other legal entity (each a “**Person**”), any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For the purposes of this definition, “**control**” (including, with correlative meanings, “**controlled by**” and “**under common control with**”) shall mean possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of 50% or more of the voting interests of such Person, through contract, or otherwise.
3. **DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.**
 - (A) No substitution, variation from any specification or instruction, or partial shipment or performance of any Goods or Services may be made without the prior written approval of Renejix. No change in any location, process, equipment, or raw material used to provide Goods or Services hereunder may be made unless Supplier gives written notice to Renejix at least six (6) months before implementing such change and receives Renejix’s written consent to such change.
 - (B) Supplier shall pack all Goods for shipment according to Renejix’s instructions or, if no instruction is given, in a manner to ensure delivery in undamaged condition.
 - (C) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the PO or as agreed upon in writing by the Parties. All Goods shall be delivered to the address specified in the PO (the “**Delivery Location**”) during Renejix’s normal business hours or as otherwise instructed by Renejix.
 - (D) Supplier shall provide Services as described and in accordance with the terms and conditions in this Agreement.
 - (E) Supplier agrees that time is of the essence with respect to Supplier’s obligations under this Agreement and the timely provision of Goods and Services.
 - (F) In the event that in the performance of this Agreement, Supplier is granted access to Renejix’s facility and/or computer systems, Supplier will adhere to Renejix’s standard security and operating procedures, use that access only for the performance of the Agreement and only as described herein or otherwise communicated in writing by Renejix to Supplier.
4. **SHIPPING TERMS.** The PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other document pertaining to the PO.
5. **RISK OF LOSS AND TITLE.** Title and risk of loss of Goods passes to Renejix upon Renejix’s acceptance of them at the Delivery Location.
6. **INSPECTIONS; TESTING; REJECTION.**
 - (A) Any payment by Renejix hereunder shall not constitute acceptance of any Goods or Services.
 - (B) Renejix shall have at least thirty (30) days to accept Services.
 - (C) All Goods are subject to Renejix’s inspection, testing, and acceptance within a commercially reasonable period (of no less than thirty (30) days). Renejix reserves the right to reject, refuse acceptance of, or revoke acceptance of, any Goods. No rejected Goods shall be replaced without Renejix’s written authorization. Supplier shall pay all expenses in connection with rejected or replacement Goods and shall bear all risk with respect to any rejected Goods. If Supplier fails to replace or correct promptly any rejected Goods to Renejix’s satisfaction, (i) Renejix shall be entitled to a refund and may replace such Goods and (ii) Supplier shall be liable for all replacement costs.
7. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Supplier hereby:
 - (A) represents, warrants, and covenants that the Goods and Services (i) comply with all applicable laws, shall conform to all specifications and requirements of Renejix and be free from defects in design, materials and workmanship, unless, but only to the extent, Renejix supplied the design and (ii) shall not infringe on any patent, trade secret, copyright, trademark, or other intellectual property or proprietary right of a third party.
 - (B) represents and warrants that the prices in this Agreement are as low as any net price given by Supplier to any third party for like quantities of Goods and/or Services. If, during Supplier’s performance: (i) lower net prices are quoted by Supplier to a third party for similar Goods and/or Services, then such prices shall be substituted for those in the PO and (ii) Renejix is able to buy similar Goods and/or Services at a lower price, then Supplier shall meet such lower price or permit Renejix to buy the undelivered portion hereunder from such other vendor, which shall be deducted from the PO.
 - (C) in connection with any performance hereunder, covenants that it shall, and shall ensure that its employees, agents, designees, and subcontractors, (i) comply with all legal requirements of the jurisdiction in which Supplier has its principal place of business and any other jurisdiction where Supplier conducts activities in connection with this Agreement and (ii) maintain in effect all necessary licenses, permits, clearances, and other approvals necessary to perform its obligations hereunder.
 - (D) represents and warrants that neither Supplier nor any of its employees, subcontractors or agents who perform or may perform any of Supplier’s obligations under this Agreement is or has ever been (i) debarred, suspended or subject to a pending debarment pursuant to section 306 of the FDCA, 21 U.S.C. §335(a) or any related foreign or local law or regulation; (ii) listed by any federal and/or state agencies, excluded, debarred, suspended, convicted or otherwise been made ineligible to participate in federal or state healthcare programs or federal procurement or non-procurement programs (as defined in 42 U.S.C. §1320a-7b(f)); or (iii) convicted of a criminal offense related to the provision of healthcare items or services.
8. **RECALL.** In the event that a recall or other corrective action with respect to the Goods, or a product that includes the Goods, or Services is necessitated by the failure of the Goods or Services to meet the warranty set forth in Section 7 or any other reason within Supplier’s control and not due to Renejix’s negligence, Supplier shall bear all costs and expenses of such recall or corrective action, including but not limited to, the costs of notifying all customers and distributors, customer refunds and indemnities, costs of returning goods, lost profits, and other third party expenses.
9. **INDEMNIFICATION.** Supplier shall indemnify, defend and hold harmless Renejix, its Affiliates, and their respective directors, officers, employees and agents from and against any and all third-party suits, claims, losses, demands, liabilities, damages, costs, and expenses (including reasonable attorney’s fees) arising out of or resulting from: (**A**) any material breach of its representations, warranties, or obligations set forth in this Agreement; (**B**) any gross negligence or willful misconduct by Supplier, including product liability or strict liability, or violation of applicable law; or (**C**) any actual or alleged infringement or violation of any third party patent, trade secret, copyright, trademark or other intellectual property or proprietary right.
10. **INSURANCE.** During any performance in connection with this Agreement and for one (1) year thereafter, Supplier shall, at its own expense, maintain in full force and effect with financially sound and reputable insurers, insurance that is customary in Supplier’s industry with respect to its obligations under this Agreement, including, without limitation, product liability insurance and all risk property insurance covering Supplier’s materials while within or in transit to or from Renejix’s facilities. Except where prohibited by law, Supplier shall require its insurer(s) to waive all rights of subrogation against Renejix and its Affiliates. Supplier shall provide insurance certificates upon request.
11. **CONFIDENTIALITY.** Supplier shall not use Renejix’s Confidential Information (defined below) except in connection with the performance of its obligations hereunder and will not disclose it to any third party without the prior written consent of Renejix. Notwithstanding the foregoing, Supplier may disclose Renejix’s Confidential Information to any of its Affiliates that (**A**) need to know such Confidential Information for the purpose of performing under this Agreement, and (**B**) are advised of the contents of this Section 11, and (**C**) agree to be bound by the terms of this Section 11. Supplier may disclose Catalent’s Confidential Information to the extent required by law, regulation, court or administrative order; provided that prior to making any such legal required disclosure, it shall give Renejix as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances. All Confidential Information shall be destroyed or returned to Renejix upon request. Renejix shall be entitled to equitable and injunctive relief for any violation of this Section 11. “**Confidential Information**” means all information furnished by or on behalf of Renejix or its Affiliates to the Supplier or its Affiliates, regardless of timing or format. It does not include information (**A**) in the public domain, (**B**) known to Supplier at the time of disclosure as evidenced by its written records, (**C**) becomes available to Supplier from a source that is entitled to disclose it on a non-confidential basis or (**D**) was or is independently developed by Supplier without reference to Renejix’s Confidential Information. This Section 11 shall survive the expiration or termination of this Agreement.
12. **FORCE MAJEURE.** Any delay or failure of Supplier in performing its obligations will be excused to the extent such delay or failure is caused by a circumstance beyond Supplier’s reasonable control and through no fault or negligence of Supplier (e.g., acts of God, terrorism); *provided*, Supplier must immediately notify Renejix of such circumstance. Economic hardship, changes in cost or availability of materials or services, other suppliers’ actions, and market conditions shall not excuse non-performance. Supplier shall use commercially reasonable efforts to resume performance as soon as practicable. Renejix may terminate this Agreement if such circumstance continues uninterrupted for one (1) month.
13. **TERMINATION.** In addition to any other remedy otherwise available, at law or in equity, Renejix may terminate this Agreement in whole or in part, without liability or penalty, with immediate effect, upon written notice to Supplier (**A**) if Supplier breaches or threatens to breach any representation, warranty, or obligation under this Agreement; (**B**) if it is necessary or prudent to do so to comply with any law, regulation, order, request, or other requirement of a governmental authority; (**C**) upon the insolvency or bankruptcy of or the appointment of a receiver for Supplier; or (**D**) at any time for Renejix’s convenience. Supplier’s sole and exclusive remedy for a termination under this Section 13 shall be Renejix’s payment for the Goods and Services accepted by Renejix prior to termination.
14. **ASSIGNMENT; SUBCONTRACTING.**
 - (A) Supplier shall not assign, transfer, or subcontract any of its rights or obligations to Renejix without its prior written consent. Any purported assignment in violation of this Section 14(A) shall be null and void. Any approved assignment or delegation shall not relieve Supplier of its obligations. Supplier is liable for any act of its employees, agents, designees, or subcontractors, whether of commission or omission, and any noncompliance by any such person in connection with this Agreement shall constitute a breach by Supplier.
 - (B) Renejix may, without Supplier’s consent, assign this Agreement, in whole or in part, to an Affiliate or a successor to all or substantially all of its business or assets.
15. **LIMITATION OF LIABILITY.** In no event shall Renejix be liable under this Agreement for any indirect, incidental, consequential or special damages or loss or revenues or profits.
16. **MISCELLANEOUS.** (**A**) All notices and communications hereunder shall be in writing. (**B**) No term of this Agreement may be amended except upon written agreement of Renejix. (**C**) Words such as “**herein**” and “**hereunder**” refer to this Agreement as a whole and not to the specific provision in which such words appear. The captions in this Agreement are for convenience only and are not to be interpreted or construed as a substantive part of this Agreement. (**D**) Any waiver by Renejix hereunder must be in writing, signed by Renejix. No failure or delay by Renejix in exercising any right, power or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. (**E**) If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect. (**F**) The relationship between the Parties is that of independent contractors. (**G**) This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties named herein and their respective successors and permitted assigns. (**H**) This Agreement shall be governed by and construed in accordance with the laws of the location of Renejix, excluding such location’s conflicts of law principles. The United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement. (**I**) Supplier will not make any press release or other public disclosure regarding this Agreement or the transactions contemplated hereby without Renejix’s express prior written consent. (**J**) The representations, warranties, and covenants herein are cumulative and supplement any other provided by law or equity, and except as expressly noted, shall survive any delivery, acceptance, or payment by Renejix, and any applicable statute of limitations therefor shall run from Renejix’s discovery of any noncompliance therewith. (**K**) Any provision that would, by its nature or express terms, survive expiration or termination of this Agreement shall survive such expiration or termination. (**L**) Supplier agrees that it has read Catalent’s “**Supplier Code of Conduct**” published on <http://www.Renejix.com/scoc> and shall comply with the principles set forth therein, as may be updated from time to time.