

1. **TERMS.** These Terms and Conditions (“Terms”) apply to the purchase order to which these Terms are attached (the “PO” and together with these Terms, form the “Agreement” between the seller identified in the attached Purchase Order (“PO”) and Wedgewood Pharmacy LLC on its behalf and on behalf of its subsidiaries and affiliates (collectively, “Wedgewood”). All purchases described on the PO are conditioned upon acceptance of these Terms, regardless of whether the seller (“Vendor”) provides additional terms to Wedgewood in any other written form. Unless otherwise agreed upon by a signed writing of both parties, any additional or conflicting terms and conditions attached to the PO or other prior or later communication from Vendor to Wedgewood, shall have no effect on the Agreement and are expressly rejected by Wedgewood.. These Terms supersede any terms and conditions or previous dates, and if there is a conflict between these Terms and the specific provisions contained in the PO, the specific provisions contained in such PO shall control. Vendor’s commencement of performance of the PO shall constitute Vendor’s unconditional acceptance of the Agreement. Wedgewood’s sole liability upon termination shall be payment to Vendor for any product delivered or services provided prior to notice of termination for which payment has not already been made.

2. **ELECTRONIC COMMERCE.** Vendor acknowledges that Wedgewood may use an electronic business-to-business framework to facilitate the transmission of documentation relating to the purchase of products or payment of services, including purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Agreement (collectively, “Key Documentation”). Vendor acknowledges and agrees that (i) it has in place currently, or will implement as soon as practical, a system approved by Wedgewood to facilitate electronic transmission of Key Documentation, and (ii) Key Documentation transmitted by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. Vendor agrees that use of electronic signatures using this or other recognized system shall constitute a “signature” and will have the same effect as a signature on a written document.

3. **PRODUCT PURCHASES:**

A. **Title and Risk of Loss.** Except as otherwise provided in the PO, Wedgewood and Vendor agree that all products ordered by Wedgewood will be shipped to Wedgewood via common carrier arranged for by Vendor and shipped to Wedgewood as specified in the PO. Title and risk of loss, damage and contamination of product passes to Wedgewood upon delivery.

B **Deliveries.** TIME IS OF THE ESSENCE WITH RESPECT TO THE DELIVERY OF PRODUCTS BY VENDOR. Vendor shall immediately notify Wedgewood in writing whenever such failure becomes reasonably foreseeable and shall use its best efforts to promptly overcome such failure or delay. Deliveries are to be made both in quantities and at the times specified in the PO. If Shipments are in greater or lesser quantity than ordered, or if Vendor’s deliveries fail to meet schedule, Wedgewood, without limiting its other rights or remedies, may either direct expedited routing and charge excess cost incurred thereby to Vendor, or cancel all or part of the PO in accordance with the default provisions hereof. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with the PO number. Vendor lot and serial numbers must be shown on all shipping papers and invoices. A complete packing list must be enclosed with all shipments. Vendor agrees to provide the applicable quality certificates for all pharmaceutical products confirming that such products meet Wedgewood’s specifications. Vendor shall comply with Wedgewood’s billing and routing instructions, and Vendor shall pay any redelivery or rerouting expense incurred by Wedgewood as a result of improperly marked or improperly routed Product. Vendor shall not charge Wedgewood for insurance on shipments, or for packing or crating unless Wedgewood expressly agrees, in writing. The parties will cooperate to coordinate periods and times for deliveries, and Wedgewood will give reasonable prior notice as to quantities and scheduling desired, all subject to the quantities set forth in the Agreement.

c. **Product Quantity and Acceptance.** Product quantities will be determined by Wedgewood at Wedgewood’s designated receiving point. Product quality shall be governed by a sample of Product taken by Wedgewood at Wedgewood’s designated receiving point. Wedgewood shall inspect Product at the inception of its production process and Wedgewood shall promptly notify Vendor in writing if Product is found defective or short in any respect; provided, however, Vendor further agrees that notice of latent defects is to be made within a reasonable time after discovery. Upon such rejection of Product, Wedgewood may return, at Vendor’s sole expense, any or all Product that requires replacement.

4. **SERVICE AGREEMENT TERMS:**

A. **Providing Services on Premises: Waiver of Mechanic’s Lien.** Vendor agrees to furnish all labor, supervision, materials, supplies, equipment, tools and services for the work performed under this Agreement. Vendor shall comply with all building safety instructions provided by Wedgewood when on site, including but not limited to environmental, health, safety and security rules and regulations. Vendor shall pay all its subcontractors and agents for the full costs
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of materials, other goods and services and not permit the recording of any building contract, notice of mechanic’s intention or lien or encumbrance on Wedgewood’s property.

B. **Work Product.** All reports, submissions, deliverables, and any other materials produced and/or provided by Vendor shall belong exclusively to Wedgewood. All work product and deliverables produced by Vendor shall constitute a work-for-hire, and Wedgewood shall be entitled to all rights associated with such work.

C. **Independent Contractor.** The parties are independent contractors and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Agreement or otherwise and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties under the Agreement or otherwise at law.

D. **Insurance.** At the request of Wedgewood, Vendor shall supply evidence of Vendor’s applicable insurance coverages for public liability, products liability, workers’ compensation and/or such coverages and at such reasonable minimum coverages required by Wedgewood. Vendor shall provide thirty (30) days prior notice of any cancellation of such coverage.

E. **Trademarks.** Except as expressly provided for otherwise in writing, the engagement of services does not convey a license, express or implied to use any trademark or trade name and neither party shall use a trademark or trade name of the other party in connection with services provided, nor in connection with any promotional material or marketing information.

5 **PAYMENT TERMS/CREDIT.** All invoices shall be provided to Wedgewood at the address indicated on the PO and clearly state Wedgewood’s PO number. Unless otherwise set forth in the PO, payment shall be Net 30. In case of errors on an invoice, the payment period will be from the date of the corrected invoices. Wedgewood shall pay all invoices, without deduction, in United States currency via (i) check, (ii) credit card (Amex/Visa) or (iii) pursuant to the payment terms set forth in the PO. If the payment due date is a Saturday, Sunday or holiday where banks located in the State of New Jersey are authorized or required to be closed, Wedgewood shall make such payment on the business day after such due date.

6. **COMPLIANCE WITH LAW.** The parties agree to comply in all material respects with all applicable laws, treaties, conventions, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction (collectively, “Laws”) pertaining to the fulfillment of the Agreement or otherwise relating to the operation of its business. Any license or consent of any government or other authority required for the acquisition, carriage or use of products by Vendor shall be obtained by Vendor at its expense, and if necessary, Vendor shall provide evidence of the same to Wedgewood on request. Wedgewood will be responsible for compliance in all material respects with all Laws applicable to products once products are delivered in accordance with this Agreement.

7. **WARRANTIES.** Vendor warrants and covenants that, at the time of delivery (i) Products and services provided shall be free from defects in material or workmanship; (ii) Products and services shall be in conformity with the requirements of the PO and the specifications therein; (iii) Products shall be delivered free of liens or encumbrances; (iv) Vendor shall pass on to Wedgewood any and all manufacturer’s warranties and take all necessary steps to make such warranties available to Wedgewood. Such warranties shall survive Wedgewood’s inspection, testing, acceptance and payment for products; and (v) Vendor has the power and authority to enter into this agreement to provide products and services will not breach or violate any rights of any third parties, including, without limitation, intellectual property rights. EXCEPT AS SET FORTH IN THIS SECTION, VENDOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PRODUCT FOR A PARTICULAR PURPOSE.

8. **AUDIT.** Subject to the provisions below on Confidential Information, and upon reasonable notice by Wedgewood, Vendor shall allow representatives from Wedgewood to have access to Vendor’s premises, standard operating procedures, inspection reports, etc., for audit purposes. Records of all quality control inspection work by Vendor shall be kept complete and available to Wedgewood.

9. **FORCE MAJEURE.** The parties will be excused from their respective performances hereunder if performance is prevented or delayed by any acts of God, fire, explosion, flood, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any Law or request of any governmental authority, strikes, lockouts or other labor difficulties, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance (“force majeure”). Promptly after a party determines a *force majeure* condition exists,

that party will notify the other of the circumstances and consequences claimed and will use reasonable means to remove the cause in question.

10. **DEFAULT.** Upon (i) the failure by Vendor to provide Product when required; (ii) the failure of Vendor to perform any other obligation in the Agreement and such failure is not excused or cured within twenty (20) days after written notice thereof; or (iii) the occurrence of a Bankruptcy Event (as defined below); then in any such event Wedgewood, in its sole discretion and without prior notice to Vendor, may suspend performance under the Agreement and/or cancel the Agreement, whereby any and all obligations of Wedgewood will cease. “**Bankruptcy Event**” means the occurrence of any of the following events with respect to Vendor: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding under any bankruptcy, insolvency, reorganization or similar Law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (iv) otherwise becoming bankrupt or insolvent; (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

11. **INDEMNIFICATION.** To the fullest extent permitted by applicable Laws, each party (“**Indemnitor**”) shall defend, indemnify and hold the other party, its affiliates and their respective employees, officers and directors, members, stockholders, agents and/or representatives (collectively, “**Indemnitees**”) harmless from and against any and all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including reasonable attorneys’ fees and expenses) and costs and liabilities of every kind and character (collectively, “**Claims**”) which may arise for any reason whatsoever, including personal injuries, death, damage to property or to the environment, regardless of whether based on negligence, strict liability, contract, or breach of warranty, arising out of or related to a breach of Indemnitor’s representations or warranties or obligations under this Agreement. Vendor expressly assumes the risk of and agrees, to the fullest extent permitted by Law, to indemnify, defend, and hold Indemnitees from Wedgewood harmless from and against any and all Claims for patent infringement by reason of Wedgewood’s purchase of Product. Indemnitor’s duty to indemnify Indemnitees under this Agreement shall survive the termination, cancellation or expiration of the Agreement and the cessation of any business transactions between Wedgewood and Vendor until the expiration of the applicable statute of limitations.

12. **CONFIDENTIALITY.** Each party agrees to treat as confidential all information supplied by the other party, and not in the public domain, in connection with the Agreement, including, but not limited to: specifications and other technical, business or sales data (collectively, “**Confidential Information**”). Each party agrees to (i) limit use of Confidential Information only to the performance of the Agreement, and (ii) limit the disclosure of the Confidential Information to those of its employees necessary for the performance of the Agreement. The provisions of this section shall be (i) in addition to the provisions of any confidentiality and/or non-disclosure agreement between the parties; and (ii) survive the termination, cancellation or expiration of the Agreement and the cessation of any business transactions between Wedgewood and Vendor until the expiration of the applicable statute of limitations.

13. **SUCCESSOR AND ASSIGNS.** The Agreement binds and will serve to the use and benefit of Wedgewood and Vendor and their respective successors and permitted assigns.

14. **GOVERNING LAW/VENUE FOR DISPUTES.** The validity, performance, construction, and effect and all matters arising out of or relating to the Agreement shall be interpreted in accordance with the Laws of the State of Delaware, without regard to its conflicts of law rules. Any action or proceeding between Wedgewood and Vendor relating to the Agreement shall be commenced and maintained exclusively in the federal courts in State of New Jersey, and Vendor submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. WEDGEWOOD AND VENDOR EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.

15. **AMENDMENT.** No statements or agreements, oral or written, not contained in the Agreement or in a future amendment hereto executed by both parties, will vary, or modify the terms of the Agreement. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Agreement; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Wedgewood and Vendor.

16. **NOTICES.** All notices, consents, communications or transmittals under the Agreement shall be transmitted electronically (e.g., pdf), or in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service; or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the PO.

17. **MISCELLANEOUS.** The Agreement is solely for the respective benefit of Wedgewood and Vendor and shall not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of its other provisions. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Agreement. The individual authorizing and/or signing the PO and the Agreement on behalf of each party is authorized to bind such party. The Agreement may be executed or amended by facsimile and/or electronic (e.g., pdf) transmission and/or in one or more counterparts, each of which counterpart shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[END OF TERMS AND CONDITIONS]