

Standard Business Conditions of Wiewelhove GmbH for the Contract Manufacturing and Testing of Products

In force and effect as of August 1, 2012

1. General

- 1.1 These Standard Business Conditions, other than to the extent expressly agreed upon and set forth in writing by and between Wiewelhove GmbH, having its principal place of business at Dörnebrink 19, 49479 Ibbenbüren, Germany („WWH“) and customer (“CUSTOMER”), apply to and exclusively govern all services and deliveries provided by WWH to CUSTOMER on the basis of a purchase order (“PURCHASE ORDER”) for the contract manufacturing and testing of products (“PRODUCTS”). CUSTOMER and WWH hereinafter also individually referred to as a "PARTY" and collectively as the "PARTIES".
- 1.2 WWH hereby expressly rejects all conflicting, different or additional terms, conditions and other provisions of CUSTOMER. The latter will only become part of a PURCHASE ORDER if WWH expressly accepts and confirms, in writing, any such conflicting, different or additional term, condition or other provision. Any acceptance and confirmation of WWH shall in no event be deemed to be conclusively given if WWH'S has failed to object to the same. Similarly WWH'S acceptance of an order (whether express or implied) shall not constitute an acceptance of any term, condition or other provision which is conflicting, different or additional.
- 1.3 All agreements as well as any amendment to or alteration of an existing agreement between WWH and CUSTOMER, including this Section 1.3 shall take effect only by a written document signed by both PARTIES.

2. PURCHASE ORDER

- 2.1 All offers provided by WWH to CUSTOMER are, without exception, non-binding. A valid PURCHASE ORDER requires WWH's written confirmation or execution of an order.
- 2.2 Any order or other statement made by CUSTOMER shall be valid for a period of fourteen (14) calendar days from the date of WWH'S receipt of such order or statement.
- 2.3 Unless expressly otherwise agreed in a PURCHASE ORDER, CUSTOMER may use, sell or offer for sale the PRODUCTS worldwide except for Brazil, Canada and the United States of America, including their respective territories and possessions (“TERRITORY”).

2.4 If required, the technical and pharmaceutical responsibilities of WWH and CUSTOMER with respect to the execution of a PURCHASE ORDER shall be set forth in a separate technical responsibilities agreement (“TRA”).

3. Procurement

3.1 If CUSTOMER is obligated to arrange for the supply of certain raw materials, components, excipients and/or packaging materials (“MATERIALS”), CUSTOMER shall, at its own cost and risk, supply such MATERIALS to the facility of WWH. CUSTOMER shall provide such MATERIALS in sufficient quantity and quality and so timely that WWH can properly undertake its necessary preparations for the execution of the PURCHASE ORDER.

3.2 Except as otherwise expressly agreed in a TRA, WWH shall have no obligation to undertake any inspection and testing of MATERIALS that have been provided by CUSTOMER or procured by WWH.

3.3 MATERIALS supplied by CUSTOMER to WWH shall remain the property of CUSTOMER.

3.4 CUSTOMER shall bear all risk of loss of, including any theft of, or casualty impairing or destroying any MATERIAL that is in WWH’S possession or control.

4. INFORMATION and Principal Contractual Obligations

4.1 CUSTOMER shall provide WWH, at its own cost and in compliance with applicable legal requirements, with all information regarding the PRODUCTS and MATERIALS and all information necessary to execute a PURCHASE ORDER, including, but not limited to documentations, instructions, formulae, manuals, specifications, procedures, field reports, filings and registrations (“INFORMATION”) which INFORMATION shall specifically include changes of any thereof. Based on such INFORMATION provided by CUSTOMER, WWH will create a manufacturing instruction which manufacturing instruction shall be approved by CUSTOMER in writing (“MANUFACTURING INSTRUCTION”). Such approval by CUSTOMER shall constitute conclusive verification that the MANUFACTURING INSTRUCTION is suitable to execute the PURCHASE ORDER. CUSTOMER shall be responsible for ongoing compliance of the current MANUFACTURING INSTRUCTION with the INFORMATION of CUSTOMER. Thus, WWH may rely on the correctness and completeness of the INFORMATION of CUSTOMER. CUSTOMER shall bear all costs and expenses of WWH which may be associated with any failures to timely disclose any INFORMATION of CUSTOMER, including changes of any thereof.

4.2 Unless explicitly otherwise agreed in a PURCHASE ORDER, WWH shall execute a PURCHASE ORDER in compliance with the MANUFACTURING INSTRUCTION, the INFORMATION of CUSTOMER and German law.

5. Regulatory Compliance and Audits

- 5.1 CUSTOMER shall obtain and maintain, at its own cost, all necessary and appropriate regulatory rights, licenses, approvals and consents for the respective PRODUCTS as well as their production, use, sale, handling and distribution. These costs shall especially include all costs and expenses associated with any PRODUCT related regulatory inspection(s) of WWH (e.g. pre-approval inspections).
- 5.2 CUSTOMER shall have the right, not to exceed once every calendar year unless a prior audit or critical event revealed a non-compliance, to audit WWH'S facilities used for the manufacturing of the PRODUCT. Any such audit shall be performed upon reasonable written notice by CUSTOMER and during normal business hours. The audit right of CUSTOMER shall in no event extend to any portions of the facilities, documents or INFORMATION which do not relate to the PRODUCT and/or the execution of the respective PURCHASE ORDER. In the event that any such audit relates to a third party and/or third party MATERIAL, such audit shall, in any event, be subject to WWH'S compliance with confidentiality agreements WWH has with other companies and/or customers. Further, WWH may redact INFORMATION relating to such third party and/or third party MATERIAL from any documents provided to CUSTOMER.
- 6. Delivery**
- 6.1 WWH delivers PRODUCTS ex works Dörnebrink 19, 49479 Ibbenbüren, Germany (EXW Incoterms® 2010).
- 6.2 Delivery dates are non-binding unless expressly made part of the respective PURCHASE ORDER in writing.
- 6.3 CUSTOMER shall meet its responsibility for arranging delivery of PRODUCTS on the delivery date set forth in the PURCHASE ORDER or, if no delivery date is specified in the PURCHASE ORDER, on the day on which CUSTOMER has to take delivery of the same pursuant to WWH'S prior written notification.
- 6.4 Upon request of CUSTOMER, WWH shall, in the name of and on behalf of CUSTOMER and at CUSTOMER'S risk and expense, (i) arrange for delivery of PRODUCTS to such location as CUSTOMER may designate, and/or (ii) assist CUSTOMER in carrying out customs formalities and in obtaining export or import licenses or other INFORMATION required to deliver the same to the designated location, as the case may be.
- 6.5 CUSTOMER shall reimburse WWH for all costs, taxes and duties of any delivery, including all costs and charges incurred by WWH in providing assistance with respect to customs formalities, export or import licenses or other INFORMATION.
- 6.6 It is agreed between the PARTIES that WWH shall not be liable for, and that WWH does not warrant or represent to CUSTOMER, any services provided in accordance with the foregoing Sections, as the case may be; provided,

however, any warranty received by WWH from a third party with respect to such services, if any, shall be transferred to CUSTOMER.

7. Acceptance, Prices, Payment and Transfer of Ownership

- 7.1 CUSTOMER is obligated to accept the PRODUCTS that are subject to a PURCHASE ORDER. If WWH is required to procure certain MATERIALS for the execution of a PURCHASE ORDER, CUSTOMER'S purchase commitment shall include such MATERIALS regardless of whether such MATERIALS became part of the PRODUCT or not.
- 7.2 Prices for PRODUCTS are as provided in the respective PURCHASE ORDER (per one thousand (1.000) units of PRODUCT) whereas MATERIALS have to be accepted at the purchase prices plus additional costs thereof. Prices will be calculated on the quantity unit determined by WWH. Unless expressly otherwise agreed in a PURCHASE ORDER, all prices are ex works Dörnebrink 19, 49479 Ibbenbüren, Germany (EXW Incoterms® 2010), plus any applicable taxes, governmental fees and assessments.
- 7.3 WWH shall invoice upon delivery of the PRODUCTS according to Section 6.1.
- 7.4 CUSTOMER shall pay each invoice received from WWH on a net fourteen (14) calendar day basis. All payments hereunder shall be made in Euros by electronic payment of immediately-available funds to such account as WWH shall designate in its written invoice to CUSTOMER.
- 7.5 Any amounts not paid within such period set forth in Section 7.4 are subject to interest from the date due through the date upon which payment is received. Interest is calculated, over the period between the date due and the date paid, at the maximum rate permitted by German law.
- 7.6 If MATERIALS supplied by CUSTOMER and MATERIALS procured by WWH are getting converted, connected or mixed, the PARTIES shall acquire co-ownership proportionate to the invoice value of their respective MATERIALS. Title to a certain PRODUCT shall not pass to CUSTOMER until the respective price has been paid by CUSTOMER

8. Warranty

- 8.1 CUSTOMER shall inspect and test the PRODUCTS upon receipt and without delay which inspection and testing shall particularly include an identity check and a visual inspection to identify obvious defects due to transport.
- 8.2 CUSTOMER shall notify WWH of any claim that a PRODUCT is rejected on the grounds of being defective within fourteen (14) calendar days after delivery of such PRODUCT, and with respect to hidden or latent defects which can not be discovered by routine quality control means, CUSTOMER shall notify WWH within seven (7) calendar days from their discovery;
- 8.3 The warranty period shall amount to eighteen (18) months, and shall commence with the passing of risk in accordance with Section 6.1. Any

PRODUCT, which is not timely rejected as in Section 8.2 provided, shall be deemed accepted and approved.

8.4 In the event of a sound warranty claim, WWH shall, as it may determine in each case, either correct the PRODUCT (if possible and legal), replace the PRODUCT or reimburse CUSTOMER by an amount equal to the amount paid by CUSTOMER to WWH in respect of the PRODUCT.

8.5 Unless otherwise provided in this Article 8, the statutory provisions governing material defects and flaws in title shall apply.

9. Liability

9.1 Nothing in this Article 9 shall be taken to limit or restrict WWH'S liability (i) for impairment of life, body or health, (ii) in the event of any gross negligent act or omission or wilful misconduct by WWH, or WWH'S breach of any of its representations and warranties, or (iii) for damages caused by WWH'S negligent breach of any of its principal contractual obligations, irrespective of legal ground. Principal contractual obligations shall constitute the execution of a PURCHASE ORDER in accordance with the respective MANUFACTURING INSTRUCTION, INFORMATION of CUSTOMER and German law as well as all duties which need to be carried out to orderly execute the PURCHASE ORDER. Except as set forth in the foregoing sentences, WWH shall not be liable for its negligent acts or omissions.

9.2 The total aggregate liability of WWH arising in connection with any negligence breach of its principal contractual obligations set forth in Section 9.1 shall in no event exceed the amount of loss that WWH could typically expect at the time of accepting the respective PURCHASE ORDER, which means, among other things, that in the event of any loss of, or damage to, MATERIALS provided by CUSTOMER, WWH shall reimburse CUSTOMER for the commercial value of such MATERIALS.

9.3 Except as expressly otherwise agreed in writing, WWH does not make any other representation, warranty, covenant or agreement (whether express or implied) with respect to a certain PRODUCT, it being understood and agreed that any such representation, warranty, covenant or agreement set forth in a PURCHASE ORDER is exclusive and in lieu of any other warranties, written or oral, direct, implied or statutory, including, but not limited to, express or implied warranties of merchantability, quality or fitness for a particular purpose.

9.4 In the event that WWH'S liability is limited or excluded, such limitation or exclusion shall accordingly apply to the liability of any of its officers, directors, employees and agents.

10 Indemnification of WWH

10.1 CUSTOMER shall indemnify, defend and hold WWH and its officers, directors, employees and agents harmless from and against any and all claims, costs and expenses brought by a third party; provided, however, that such claims, costs and expenses result from or arise out of (i) a development failure or

design defect of the PRODUCT (development risk), (ii) the use, sale, offer for sale of the PRODUCT outside the TERRITORY, (iii) any MATERIAL supplied by or on behalf of CUSTOMER, any INFORMATION or other matter provided by CUSTOMER, including the use by WWH of any thereof, or the use, sale or offer for sale of the PRODUCTS, infringes any patent, trademark or other intellectual property of any third party.

11 Force Majeure

- 11.1 Each event of force majeure, including without limitation, natural disasters, fire, flood, explosion, storm, earthquake, epidemics, civil disturbance, accidents, unforeseen shortage of energy, raw materials and commodities, unforeseen breakdown, default or delay of any business, transport or carrier, sabotage, lawful strike, lawful stoppage of labor, lawful lockout or any other lawful labor trouble, order of any court or administrative body, embargo, acts of government, war (whether or not declared), invasion, riots, acts of terrorism, or any other cause that is beyond the reasonable control of the affected PARTY shall suspend such PARTY'S performance and acceptance obligations to the extent and for so long such event of force majeure continues.
- 11.2 The PARTY claiming a force majeure event according to Section 11.1 shall promptly give notice to the other PARTY and shall use commercially reasonable efforts to avoid or minimize the delay. In the event that the delay continues for a period of more than six (6) months, either PARTY shall have the right to deliver to the other PARTY notice of cancellation of the respective PURCHASE ORDER. Claims for damages related to the subject matter are excluded.

12 Confidentiality and Intellectual Property

- 12.1 Each PARTY is obligated to maintain in strict confidence the confidential INFORMATION of the other PARTY disclosed to it in connection with the execution of a PURCHASE ORDER. For the purpose thereof the PARTIES shall enter into a separate confidentiality agreement.
- 12.2 Unless expressly otherwise set forth in the following Sections, all intellectual property of each PARTY, including know-how, copyrights, patents, trademarks, trade secrets and other intellectual property (whether or not patented or patentable), in each case existing prior to the effectiveness of a PURCHASE ORDER (the "PRE-EXISTING IP" of the respective PARTY) shall be the exclusive property of WWH or CUSTOMER, as the case may be, and, except as expressly granted herein by each PARTY by virtue of a PURCHASE ORDER, neither CUSTOMER nor any third party shall acquire any right, title or interest in any such PRE-EXISTING IP of WWH and similarly, neither WWH nor any third party shall acquire any right, title or interest in any such PRE-EXISTING IP of CUSTOMER.
- 12.3 WWH shall own all rights, including all intellectual property rights, in and title to any improvement, know-how, discovery or invention which is conceived or made by WWH during the manufacturing and testing of a certain PRODUCT but not including in any case any portion of the PRE-EXISTING IP of CUSTOMER

and/or a PRODUCT IMPROVEMENT as set forth in Section 12.4 (the "INVENTION") and CUSTOMER hereby waives any potential rights to, and interest in, any such INVENTION.

- 12.4 CUSTOMER shall own all rights, including all intellectual property rights, in and title to any improvement, know-how, discovery or invention which is independently of, and without recourse to, any portion of the PRE-EXISTING IP of WWH and/or an INVENTION conceived or made by CUSTOMER in respect to a certain PRODUCT (the "PRODUCT IMPROVEMENT"), and WWH hereby waives any potential rights to, and interest in, any such PRODUCT IMPROVEMENT.

13 Governing Law and Venue

- 13.1 Any dispute between the PARTIES resulting from or arising out of a PURCHASE ORDER shall be governed by the laws of Germany without giving effect to any conflict-of-laws and the provisions of the "United Nations Convention on Contracts for the International Sale of Goods" are hereby expressly excluded.
- 13.2 With respect to any and all disputes resulting from or arising out of a PURCHASE ORDER and/or the PARTIES' business relationship, the PARTIES agree to submit to the exclusive jurisdiction of the competent courts of Münster, Germany.

14 Miscellaneous

- 14.1 Each PARTY shall inform the other PARTY within fourteen (14) calendar days of receipt of a notice of a claim, cost or expense for which it intends to claim an indemnification and shall permit the other PARTY to assume complete control of the defense or disposition of any such claim or related litigation or to settle any such claim, cost or expense; provided, however, that such settlement does not affect adversely the rights of the other PARTY hereunder, risk the loss of an insurance coverage, impose any obligations on the other PARTY in addition to those set forth herein or make any admission on behalf of the other PARTY, it being understood that no such claim, cost or expense shall be settled without the prior written consent of the other PARTY.
- 14.2 Failure of any PARTY to enforce a right under or in connection with a PURCHASE ORDER, unless reduced to writing, will not be construed as a waiver of any such rights, nor affect any subsequent breach.
- 14.3 No PARTY shall assign or transfer any of the rights or obligations pursuant to a PURCHASE ORDER without the prior written consent of the other PARTY.
- 14.4 CUSTOMER shall not reduce any amount due by means of set-off of any kind except in the event its counterclaim is undisputed by WWH or enforceable at law.
- 14.5 In the event of insolvency, bankruptcy or liquidation of CUSTOMER, or commencement of winding up proceedings or the appointment of a receiver or

manager of any significant part of the assets of CUSTOMER or the occurrence of any similar event, CUSTOMER shall have the right to demand reasonable security for payment prior to executing a PURCHASE ORDER. If CUSTOMER does not furnish any reasonable security upon demand, WWH may cancel the PURCHASE ORDER.

- 14.6 Any provision of a PURCHASE ORDER or these Standard Business Conditions which is held invalid, illegal or unenforceable shall not affect the validity of the remainder of such PURCHASE ORDER or Standard Business Conditions. However, the PARTIES agree to validly reform and replace such provision in order to as nearly approximate the commercial intent of the PARTIES as possible.