

1. These terms and conditions (the “Terms and Conditions”), together with the written purchase order (the “Purchase Order”) that accompanies, attaches, or incorporates them (the Terms and Conditions, together with the Purchase Order, are hereinafter referred to as the “Contract”), constitute the terms of an offer by eResearchTechnology, Inc., a Delaware corporation, part of the Clario group of companies, together with its subsidiaries and affiliates (the “Company”) and the seller (the “Seller”) supplying goods, services, materials, and attendant services (“Goods”) pursuant to the terms of this Contract. This Contract expressly limits acceptance of the terms of the offer, and the Company hereby provides notification of objection to any different or additional terms contained in any response to this offer that does not exactly match the terms of this offer. In addition to the other terms of this offer, this offer expressly includes all implied warranties (including but not limited to those set forth in Article 2 of the UCC, as adopted in the State of Delaware (the “Delaware UCC”), and all of the buyer’s remedies (including but not limited to those set forth in Article 2 of the Delaware UCC) or that are otherwise applicable. If these Terms and Conditions, and the Purchase Order that accompanies, attaches, or incorporates them, are considered an acceptance, this acceptance is expressly conditioned on Seller’s assent to any different or additional terms, express or implied, in these Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them. Unless otherwise agreed upon by written agreement between the parties, this Contract contains the sole and exclusive terms on which the Company agrees to be bound. This Contract will become legally enforceable on the earlier of delivery of a signed acknowledgement, commencement of performance, or shipment of all or any portion of the Goods covered under this Contract, by Seller. Except as otherwise expressly set forth in this Contract, the Company has no obligation to purchase any specific quantity of Goods from Seller and the Company will be entitled, in its sole discretion, to purchase the same or similar Goods from other suppliers. The parties also intend that this complete and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.
2. **PREDOMINANT PURPOSE OF CONTRACT:** The predominant purpose of this Contract is the sale and provision of Goods. The provisions of Article 2 of the DE UCC, apply to this Contract.
3. **WARRANTIES:** The Seller supplying the Goods pursuant to the terms of this Contract warrants that, from the date of tender of delivery of the Goods and for a period of four (4) years thereafter, all Goods: (i) shall conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (ii) shall be merchantable and free from defects in materials, design, and workmanship (whether or not approved by the Company); (iii) shall be fit for the particular purpose(s) for which the Goods are required, and Seller acknowledges that the Company is relying on the Seller’s skill or judgment to furnish suitable Goods; (iv) shall be composed of all new components; (v) shall be free and clear of any liens, encumbrances, any actual or claimed patent, copyright or trademark infringement, or other colorable claims; and (vi) shall be manufactured and sold in compliance with all applicable federal, state and local laws, regulations or orders, and trade standards applicable to the Goods. Such warranties explicitly extend to future performance of the Goods. Seller warrants that all services provided in connection with this Contract shall be performed in a professional, competent and lawful manner and in accordance with industry best practices.
4. **PRICE:** If during the term of this Contract, Seller sells Goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Seller will promptly extend such lower prices to the Company. If the Company provides reasonable evidence that it can purchase Goods of like quality and similar or greater quantity as the Goods at a lower price, and if Seller elects not to meet such lower price, then all quantities of such Goods actually purchased by the Company at the lower price will be deducted from the remaining quantity obligation for such Goods required hereunder.
5. **SHIPMENT:** Seller’s shipment of Goods shall be F.O.B., place of destination (as defined in the Delaware UCC). All Goods shall be delivered in strict conformity with the dates listed on the Company’s Purchase Order. Time for delivery is of the essence.
6. **MATERIAL SAFETY AND DATA SHEETS:** An appropriate material safety data sheet (“MSDS”) and labeling, as and if required by law, will precede or accompany each shipment by Seller. Further, Seller shall send to the Company updated MSDS(s) and labeling as required by law.
7. **REJECTION AND REVOCATION OF ACCEPTANCE:** The Company has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, or auditing of any Goods, nor the failure to do so, before delivery to the Company constitutes acceptance of any Goods or relieves Seller from exclusive responsibility for furnishing Goods in strict conformance with the Company’s specifications. If, in the Company’s judgement, the Goods or the tender of delivery fail in any respect to conform to the Contract, the Company may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Seller agrees that any notification of nonconformity by the Company, in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. Rejected Goods shall be returned to Seller at Seller’s expense. In an appropriate case, the Company may revoke its acceptance of Goods. Seller agrees that the Company’s acceptance of the Goods is reasonably induced by the Seller’s assurances of the Goods’ quality and conformity to the terms of the Contract.
8. **TERMS OF PAYMENT:** Seller will promptly submit to the Company correct and complete invoices, supporting documentation, and other information reasonably required by the Company in connection with the delivery of the Goods. The Company may withhold payment until such documents are received and verified. The Company will pay for the Goods, including any services rendered, net ninety (90) days of the Company’s receipt of an accurate and approved invoice. Seller will provide Electronic Funds Transfer (“EFT”) instructions and the Company will make payments to the Seller electronically.
9. **AUDITS AND INSPECTIONS:** The Company has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices and documents that may contain information relating to Seller’s obligations under this Contract. Such records will be kept by Seller for a period of at least four (4) years after the expiration, cancellation, or termination of this Contract, or for such longer periods as may be required by law. In addition, the Company may inspect or test at any reasonable time and place all Goods prior to delivery. Seller agrees to provide reasonable assistance for such audits, inspections and tests.
10. **TAXES:** Any applicable federal, state, or local taxes related to the manufacture or sale of Goods or the rendition of services is reflected in the price expressly stated in this Contract of the Goods and shall be paid by the Seller. Seller shall provide to the Company an itemization of the sales.
11. **CONFIDENTIALITY:** Seller shall not make use of the Company’s Confidential Information (as hereinafter defined) for purposes other than the fulfillment of its obligations under this Contract or to disclose to any person or entity other than those of its employees who have a need to know any Confidential Information, whether written or oral, which the Seller obtains from the Company or otherwise discovers in the performance of this Contract. Seller must treat such Confidential Information with the same degree of care that the Company uses to protect the confidentiality of its own Confidential Information but no less than the reasonable standard of care. Confidential Information as used in this Contract, shall mean all information relating to the Company’s business not generally available to the public. Confidential Information includes any non-public, confidential or proprietary information of the Company that relates primarily to the Company’s business and operations or has been provided to the Company subject to an obligation to another party to keep such information confidential, including financial, technical, sales, pricing, cost, marketing, development and personnel information, customer lists, supplier lists, terms of arrangements with suppliers, customers, clients, service-providers, or suppliers, data, media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, trade secrets and the like, whether or not the foregoing information is patentable, tested, reduced to practice, or subject to copyright and all notes, analyses, compilations, summaries, extracts, studies, interpretations or other materials that contain, reflect or are based upon, in whole or in part, any such information, however recorded or preserved, whether written or oral and regardless of whether or not specifically marked as confidential. Seller shall not disclose to any third party who is not involved in providing the Goods contemplated under this Contract the Confidential Information of the Company (including the terms of this Contract, the Company’s name, and the names of its directors, officers, and employees) without the prior written consent of the Company; provided that the Seller may disclose a copy of this Contract to its legal and financial advisors, finance providers, and audit firms if such recipients are subject to confidentiality obligations that are no less stringent than those imposed on the Seller by this Contract. The foregoing provisions of this paragraph shall not apply to any information that is: (a) rightfully known to Seller prior to disclosure by the Company; or (b) rightfully obtained by Seller from any third party; or (c) made available by the Company to the public without restrictions; or (d) disclosed by Seller with prior written permission of the Company for further disclosure; or (e) independently developed or learned by Seller through legitimate means; or (f) disclosed by the Company to a third party without a duty of confidentiality on the third party; (g) disclosed pursuant to any applicable laws, regulations, or order of a court of competent jurisdiction. Seller may disclose the Company’s Confidential Information to comply with legal or regulatory obligations to which the Seller is subject; provided that, prior to any such disclosure, the Seller (i) promptly notifies the Company in writing of such obligation(s) (unless such notification is prohibited by law), and (ii) cooperates fully with the Company to limit the scope of the required disclosure to the extent legally permitted. The Company expressly reserves the right to disclose any of the terms of this Contract, including but not limited to pricing, to third parties.
12. **INTELLECTUAL PROPERTY:** If Seller makes modifications to the specifications or any process related to the Goods specifically for the Company at the Company’s request (“Custom Work”), the Company owns the Custom Work. Seller hereby assigns to the Company all rights, title and interest (including trade secret, patent, and copyright interest) in the Custom Work. Seller agrees to cooperate with and assist the Company to apply for and execute any applications and/or assignments reasonably necessary to obtain any copyright, patent, trademark or other statutory protection for the Custom Work, provided that all such applications are made at the Company’s sole expense. Seller will not have the right to disclose or transfer the Custom Work to any third party. Seller represents and warrants that: (a) the Custom Work was developed through Seller’s sole and original efforts and does not infringe the intellectual property or privacy rights of any person or entity, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to the Company. Seller may not use the Company’s name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from the Company. This Contract does not convey to Seller any ownership rights in any products, materials, tools, methodologies, routines, processes, ideas, concepts, knowledge, or skills that are proprietary to the Company or in any intellectual property rights embodied in such products, materials, tools, methodologies, routines, processes, ideas, concepts, knowledge, or skills (collectively, the “Company IP”) by implication or otherwise. Title to all such Company IP will remain vested in the Company or its licensors.

13. **INDEMNIFICATION:** Seller will indemnify, defend, and hold harmless the Company, its subsidiaries, parent corporations, affiliates, directors, officers, partners, shareholders, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties (including but not limited to attorney fees of the Indemnitees and those that may be asserted by a third party) or liability imposed upon the Indemnitees by any third party arising from or which is proximately caused by: (i) Seller's breach of this Contract, (ii) any actual or alleged infringement or misappropriation of any intellectual property rights caused by the Goods, (iii) any actual or alleged defect in the Goods, (iv) any actual or alleged breach of the warranties provided by Seller, or (v) any negligence, gross negligence, fraud or willful misconduct by Seller (or its employees, agents or representatives) in performing its obligations under this Contract. Seller hereby expressly agrees to waive any provision of any workers compensation act, disability, or other employee benefits laws, or any similar laws granting Seller rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents or employees of Seller encompassed by this Section 13.
14. **INSURANCE:** Seller shall (i) maintain in full force and effect casualty, property, products liability, and other lines of insurance of the types, on the terms, and in the amounts commensurate with its business and the risks associated therewith ("Insurance"), at its own expense, and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; (ii) to the extent permitted by law, waive rights of subrogation and contribution against the Company, including the Company as an additional insured, under policies of Insurance; (iii) ensure that the Company is made an additional insured on policies of Insurance under terms of coverage customary to the risk of loss to which the Company is exposed and that the limits of Insurance to which the Company is entitled as an additional insured are no less than the amount of total limits of Insurance applicable to Seller under all of the policies of Insurance; (iv) ensure that the policies of Insurance are stated to be specifically primary to any of the Company's insurance policies, which policies shall be, in all respects, excess to Seller's policies of Insurance; (v) be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance; and (vi) upon the Company's request, promptly provide written certification, reasonably acceptable to the Company certifying the material terms of the policies of insurance.
15. **FORCE MAJEURE:** The parties hereto shall not be liable for any delay or failure to perform its obligations under this Contract, or for any losses or damages directly due to a cause or causes beyond its reasonable control which may include war, declared or undeclared, fire, flood, pandemic, interruption of electrical service or transportation, embargo, accident, explosion, inability to procure or shortage of supply of materials, equipment, or production facilities, prohibition of import or export of required materials or any other cause beyond the reasonable control of the parties ("Force Majeure Event"). Any suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists, and such suspension shall toll the running of the timeline otherwise agreed upon. The party affected by an event under this paragraph shall (i) furnish prompt written notice of any delays or non-performance (including its anticipated duration) after having knowledge that any such Force Majeure Event has occurred or likely will occur, and (ii) within a commercially reasonable time period, provide to the other party a remediation plan describing the actions the party claiming relief will take in order to continue to fulfill its obligations pursuant to this Contract. If Seller is unable to perform for any reason, the Company may purchase the Goods from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three (3) business days after written request by the other party, the non-performing party will provide adequate assurances that the nonperformance will not exceed thirty (30) days. If the nonperforming party does not provide those assurances, or if the nonperformance exceeds thirty (30) days, the other party may terminate the Contract by written notice given to the non-performing party before performance resumes.
16. **CHANGES:** The Company may, at any time, upon written notice to Seller, make general changes within the general scope of this Contract, including changes to specifications, delivery schedules, or quantities, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly. This provision shall not authorize unilateral changes to the material terms of the Contract, including but not limited to payment terms, indemnification, choice of law and choice of forum, or termination or cancellation rights.
17. **TERMINATION OR CANCELLATION:** The Company may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Goods indicated in the notice of termination and immediately take all possible action to mitigate any liabilities incurred by it as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, the Company will pay Seller, on a pro rata basis, for Goods delivered as of the date of termination. The Company shall have the right to cancel this Contract if, in its judgment, Seller has breached any of its terms, or if in the Company's judgment, the credit or the ability of Seller to perform this Contract becomes impaired. In that case, the Company shall have the right to all remedies available to it under the law.
18. **DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE:** In the event any dispute arises relating to this Contract, including any dispute concerning the interpretation or intent of this Contract and the respective obligations of the parties thereunder, the parties will promptly meet and attempt to resolve the same through good faith discussions. If the parties are unable to resolve any dispute to their mutual satisfaction within thirty (30) days after they commence discussions regarding the same, and do not agree in writing to extend the time for resolution of the issue at the end of their meeting, then the parties will: (i) escalate the matter to higher levels in their organizations in a process not to exceed thirty (30) days; and (ii) if necessary, agree to binding arbitration administered by the American Arbitration Association. Either party may at any time apply to a court with appropriate jurisdiction to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a dispute in accordance with these procedures, including injunctive relief or specific performance, or (b) enter or enforce any final and binding arbitration award.
19. **NO ORAL MODIFICATION:** The terms of this Contract may not be modified except by a writing signed by the parties. No modification, amendment or waiver of any term or condition in the Contract shall be effective, nor shall any additional or different terms or conditions, whether set forth in an invoice, confirmation, acceptance, shrink-wrap license, click wrap license, online terms of use or service or elsewhere, or pursuant to any course of dealing, usage of the trade or the Company's acceptance of any Goods, be effective, unless set forth in a writing signed by the Company and Seller; provided, however, that the Company may issue written change orders in accordance with Section 16 (Changes), and such changes shall be binding on Seller as set forth therein.
20. **ANTI-WAIVER:** No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right shall constitute a waiver of any other right, whether of a similar nature or otherwise.
21. **SEVERABILITY:** If any term of this Contract is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should affect the price under this Contract, the party adversely impacted shall be entitled to a price adjustment for such adverse impact, provided the reason for the invalidity or unenforceability of the term is not due in whole or in part to the party seeking such price adjustment.
22. **SURVIVAL:** Notwithstanding the expiration, termination, or cancellation of this Contract, it is agreed that those rights and obligations which by their nature and context are intended to survive such expiration or termination shall survive, and in addition, Sections 3, 11 through 13, and 25 shall survive such expiration, termination, or cancellation of this Contract.
23. **ASSIGNMENT:** Neither this Contract, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of the Company. No such consent or assignment will release Seller or alter Seller's liability to perform its obligations under this Contract. Any attempted assignment without the prior written consent of the Company will be null and void, except that the Company and Seller may assign this Contract without prior written consent to: (i) any person or entity to which such party transfers substantially all its assets or with which such party is consolidated or merged; (ii) any person or entity that owns a majority of the voting stock of such party; or (iii) a single person or entity of which such party owns a majority of the voting stock; provided, further, that in each instance the assignee person or entity expressly assumes all obligations imposed on the assigning party by this Contract. This Contract will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
24. **COMPLIANCE WITH LAW:** Seller shall comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. In performing its obligations under this Contract, Seller and the Goods shall take all actions necessary and appropriate to assure that Seller and the Goods comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards or the country(ies) of destination and/or that relate to the manufacture, labeling, storage, transportation, importation, exportation, licensing, approval or certification of the Goods, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment, supplier selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish the Company with certificates of compliance therewith. Seller will certify Seller's compliance with this Section on an annual basis and, to the extent legally permissible, will provide all information that the Company reasonably requests in order to verify such compliance.
25. **CHOICE OF LAW AND CHOICE OF FORUM:** This Contract will be governed and construed in accordance with the laws of the State of Delaware excluding any choice or conflict of law rules or provision that would result in the application of the substantive law of any other jurisdiction. Delaware law will govern all questions related to the validity, interpretation or performance of this Contract and all questions concerning any rights or obligations of the parties hereof. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
26. **CONFLICTING TERMS:** In the event that the parties have entered into a separate written agreement governing the sale of the Goods described herein (the "Separate Agreement"), and to the extent any terms of this Contract conflict with the terms of the Separate Agreement, the terms of the Separate Agreement shall prevail and govern the rights and obligations of the parties with respect to such Goods. For purposes of this provision, a "conflict" shall mean any direct contradiction between the terms of this Contract and the Separate Agreement, including contradictions in warranties, indemnification, or remedies. Additional or supplemental obligations in one agreement that do not directly contradict the other shall not constitute a conflict. All non-conflicting terms of this Contract shall remain in full force and effect.