

**LABORATOIRES CHARLES RIVER MONTREAL ULC AND LABORATOIRES CHARLES
RIVER SAINT-CONSTANT SA AND CITOXLAB NORTH AMERICA AND ACCELLAB, INC
("BUYER") PURCHASE ORDER STANDARD TERMS & CONDITIONS ("TERMS AND
CONDITIONS")**

1. **ACCEPTANCE AND LIMITATIONS.** Buyer will purchase the products ("**Products**") and/or services ("**Services**") as set forth in the purchase order, or similar document ("**Order**"), and the order identified therein ("**Seller**") agrees to sell and supply the Products and/or perform the Services set forth in the Order in accordance with these Terms and Conditions. The Order constitutes Buyer's offer, which may be accepted by (a) Seller's written acknowledgement or execution of such Order or (b) Seller's performance of the obligations set forth therein; and in each case, Buyer's and Seller's performance thereof will be subject to these Terms and Conditions. Any different or additional terms and conditions contained in Seller's acknowledgement form or any other form are hereby objected to.

2. **TERMINATION/CHANGES.** Buyer will have the right to make changes to an Order and no further change by Seller will be effective unless authorized in writing by Buyer. Any order by Buyer will be deemed severable and Buyer may reduce the quantity ordered and pay therefor a *pro rata* price. If, however, such a change has a material impact on Seller's timely delivery, ability to supply the quantity ordered, or performance quality, then Seller will immediately notify Buyer to negotiate an appropriate adjustment. Buyer may terminate this Order in full or in part by written or electronic notice at any time, and in such event Buyer will pay Seller's direct labor and material costs reasonably incurred prior to receipt of the notice with appropriate allowance for salvage value and possible mitigation of damages by completion and sale to others. In the event of termination or change, no claim will be allowed for manufacture or procurement in advance of the normal flow time necessary to meet the specified schedule.

3. **WARRANTY.** Seller represents and warrants: (a) its performance will be in accordance with all applicable laws, rules and regulations, the highest industry standards and no less than a professional and workmanlike manner, and (to the extent applicable) in accordance with the BPL (GLP), BPF (cGMP) et LAD (FDA&R); (b) Products and Services will be supplied or performed in accordance with the Order's specifications; (c) the Products will be free from defects in design, (d) full title to Products shall be conveyed to Buyer, and (e) Products will be delivered free from any security interest, lien, encumbrance or other limitation. Seller also represents and warrants that the Products do not infringe any valid patent, trademark or copyright owned or controlled by any other corporation, firm or person. Buyer's approval of designs furnished by Seller will not relieve Seller of its obligations under this section. Seller's warranties and guarantees (if any) will survive inspection tests, acceptance of delivery, payment for and completion, or termination, of an Order.

4. **PRICE.** The amount of all fees and expenses, or price associated with the supply of Products or performance of Services are set forth in the Order. The price for each Product will be the lower of the price provided to Buyer or the price of Seller in effect on the date of delivery for like quantities of product of like grade and quality to other customers. Payment terms are net 60 days.

5. **TAXES.** Except as may be otherwise provided in any Order, the purchase price includes all applicable federal, state and local taxes in effect on the date of the Order, but does not include, any federal, state or local sales use or other tax directly applicable to the Products or Services from which Seller is exempt nor any other tax from which Seller of this transaction is exempt. In the event that a payment is made to a non-resident Seller for services rendered in Canada, the Buyer shall be entitled to deduct and withhold the federal and provincial Canadian tax withholdings from such payment and will pay such deducted or withheld taxes to federal and provincial tax authorities of Canada, all in accordance with Canadian federal and provincial tax laws.

6. **INSPECTION AND ACCEPTANCE.** All Products (including raw materials, components, intermediate assemblies and end products) and Services (including any component, process, methodology, records, data or information) will be subject to inspection and test by Buyer at all times and places (including the period of manufacture) to the extent practicable, and in any event prior to acceptance. If the Products or Services are found to be defective or otherwise not in conformity with the Order, Buyer will be entitled at its option to: (a) reject it and require Seller to promptly resupply Products or re-perform Services, in each case at Seller's cost, (b) accept such defective Products or Services with an equitable adjustment in price, or (c) have Seller refund to Buyer all amounts paid to Seller for such defective Products and Services. If Seller fails to promptly re-supply or re-perform in accordance with Section 6(a), Buyer may, in addition to any other remedies it may have herein, (y) have such defective Products or Services replaced, corrected, or performed by another Seller and charge the costs of such replacement, correction or re-performance to Seller, or (z) without further notice, terminate the Order.

7. **GOODS SHIPPED IN EXCESS OF AMOUNT ORDERED.** Product shipped in excess of quantity ordered may be returned at Seller's expense.

8. **SHIPPING INSTRUCTIONS.** Shipment will be Incoterms 2010 DDP Buyer's facility. Seller will comply with the following shipping instructions:

PACKING. Seller will be responsible for safe packaging and packing. Buyer's Order number and Product description will appear on the outside of each package, all packing slips, invoices and allied papers. A packing slip will be included with each shipment. Buyer's count will be conclusive in the absence of a packing slip.

INVOICES. Invoices will be sent electronically to the Buyer (email address shown on the front side), not later than the day following the date of shipment, together with bill of lading, express receipt and / or other shipping documents. The time for discounting invoices will begin on the date of receipt of Product at Buyer's specified delivery point, on the date of Seller's invoice, or upon receipt of Seller's invoice at Buyer's delivery point, whichever is later.

CARLOAD OR TRUCKLOAD SHIPMENTS. If carload or truckload shipment is made, Seller will wire the following information to Buyer (Attention: Purchasing Department) on the shipment day: contents, car number (if by rail), freight bill number and routing.

ROUTING. If no shipping instructions are specified by Buyer, Seller will ship by the most direct and economical way. If shipping instructions are specified, Buyer will charge to Seller's account any excess freight and other expenses resulting from the shipments of Product in an unspecified or unauthorized manner. Seller will enter in full, on the bill of lading, the routing as shown on the face thereof.

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DELIVERY. The dates of delivery and quantities herein specified are of the essence of this Order, and delivery will be effected within the time specified. No deviation from the delivery schedules in an Order will be allowed without the written authorization of Buyer. If deliveries are not made on time and in the quantities specified, Buyer, in addition to any other remedies, reserves the right to cancel, purchase elsewhere and charge Seller without any loss incurred thereby.

9. **BUYER MAY DEFER DELIVERY AND SELLER WILL STORE AT HIS OWN EXPENSE.** Buyer may defer delivery of any Product up to ninety (90) days by written notice to Seller at any time prior to shipment, and in such event Seller will store same at Seller's risk and expense. Buyer may require delivery in installments within said period of ninety (90) days, and may specify the date of delivery and the size of each installment.

10. **MATERIAL.** Any material supplied by Buyer for use in this Order, on other than a charge basis, will be deemed as held by Seller on consignment. Seller agrees to pay for all such materials, spoiled or not otherwise satisfactorily accounted for, and to keep such material (a) fully insured at Seller's cost for benefit of Buyer; (b) separate from other materials; and (c) identified as the property of Buyer.

11. **TOOLS, DESIGNS, PATTERNS, DIES.** No tools, designs, patterns and/or dies belonging to Buyer and used by Seller in the manufacture of Products will be used in the production, design, manufacture of product for any other person, firm or corporation, nor for the manufacture of larger quantities than those specified herein, except with the specific and written permission of Buyer. When requested by Buyer, said tools, designs and/or patterns will promptly be disposed of as Buyer will direct. All such items will be permanently marked or identified as property of Buyer and with the tool number designated by Buyer. Seller will bear all risk of loss of, and damage to, such items, normal wear and tear excluded, while they are in Seller's possession or control.

12. **SELLER'S INDEMNIFICATION OF BUYER.** Seller agrees on demand to indemnify, defend and hold harmless Buyer and its affiliates from and against any and all claims, proceedings, actions, damages, liabilities, losses, fines, suits and expenses (court costs and reasonable attorneys' fees) arising from (1) any claim based on Buyer's reasonable use of the Products or Services (including products or services derived therefrom), (2) Seller's breach of an Order, warranty or these Terms and Conditions and (3) Seller's negligence or willful misconduct.

13. **INSURANCE.** Seller will maintain in force general liability (premises and completed operations), professional liability, employer's liability, auto liability and workmen's compensation insurance with insurers, coverage and limits satisfactory to Buyer, all at Seller's sole cost and expense, on a primary and non-contributory basis. A certificate of insurance evidencing such insurance naming Buyer as an additional insured will be provided at Buyer's request. Seller waives all rights of subrogation against Buyer. If Seller fails to maintain such insurance, Buyer will have the right but not the obligation to procure such insurance at Seller's expense.

14. **SELLER'S NONDISCLOSURE OF MATTERS PERTAINING TO BUYER.** Neither party will use the other party's proprietary and/or confidential information for any purpose other than in the performance of an Order. The parties will identify, in writing, such information as confidential and/or proprietary. Each party will use commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure unless required by law to disclose such information. The obligations of confidentiality and restricted use set forth in this Section will survive termination or expiration of an Order for a period of five (5) years. The confidentiality provisions in this Section will not apply to any part of such information, which (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by receiving party from a third party, and such third party did not obtain such information directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of these Terms and Conditions by the receiving party; (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (v) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

15. **PERSONAL DATA.** When collecting, using, disclosing, retaining or otherwise processing Personal Data, Seller agrees to comply with all applicable privacy and data security laws, rules and regulations in those respective jurisdictions where the Seller provides Services and/or collects, uses, discloses or otherwise processes Personal Data. Applicable privacy and data security laws, rules, and regulations include, but are not limited to, those laws related to the transmission or communication of Personal Data via mail, telephone, computer, wireless technology, facsimile, or other such means. For any Personal Data that is processed within, or transferred out of, the European Union or the European Economic Area the Seller will comply with their obligations under the European Union Data Protection Directive (Directive 95/46/EC) or succeeding directives or regulations and the data protection laws of each member state of the European Union. "**Personal Data**" will mean any information which identifies or is capable of identifying a living individual.

16. **SAMPLES.** If samples are required by this Order, Seller will not forward quantity shipments until Buyer has approved in writing Seller's samples processed or fabricated by means of the tooling and process methods to be used in such quantity productions.

17. **DISCLOSURES/WAIVERS.** Seller agrees and admits that all disclosures made to Buyer concerning the Products and Services, and all ideas, suggestions, plans, programs, proposals, designs, layout, construction, formulae or the like, utilized or embodied or incorporated therein or pertaining thereto, and all discussions, meetings and correspondence, if any, in regard thereto, have been made, submitted and conducted on a completely non-confidential basis, and without any restrictions on Buyer's use of such matters in its business in whatever manner it chooses without obligation to Seller, and Seller hereby further agrees that all disclosures to be made by it to Buyer in the future will be similarly made on the aforesaid non-confidential and unrestricted basis, in the absence of advance written notice to the contrary for any specific disclosures which Seller wishes to have considered on any other basis; and Buyer further agrees that except to the extent, if any, that it now owns or may later acquire valid patent rights covering the Products or Services, of which patent rights or intention to acquire patent rights it has already given Seller express notice, it expressly waives any and all property right it may claim to have in or to those ideas, suggestions, plans, programs, proposals, designs, layouts,

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construction, formulae and the like, and without in any way limiting the generality of the foregoing, it recognizes and concedes Buyer's freedom to obtain the same or similar merchandise, work or services, or improvements or modifications thereof, from other sources, or to manufacture or provide them itself, and to use and/or sell them, all in any desired quantities or volumes, without any obligation whatsoever to Seller.

18. **GOVERNMENT CONTRACT COMPLIANCE.** The Products and/or Services may be necessary for the performance of a contract or subcontract with the U.S. Government. It is expressly understood and agreed that Seller will comply with all further requirements, including but not limited to those pertaining to cancellation, as may be imposed upon Buyer by the U.S. Government directly or through prime contractors or subcontractors. Buyer will have the right to require changes in the Product or Services if required by the U.S. Government, in which event equitable adjustment will be made in the amount due herein or in the time required for the performance hereof as is appropriate in the case of each such change; provided, however, that no extra work or changes will be performed without written authorization from Buyer. The contents of this paragraph will not be construed to limit or affect in any way the operation of paragraph 4 herein. To the extent required by law, the following clauses are incorporated herein by reference: 41 CFR 60-1.4; 41 CFR 60-1.8; 41 CFR 60-300.5(a); 41 CFR 61-300.10; 41 CFR 60-741.5(a); 48 CFR 52.22250; and 29 CFR Part 471, Appendix A to Subpart A. By acceptance of an Order, Seller certifies that Seller is in compliance with all applicable terms of these regulations. **Contractor and sub-contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

19. **GOVERNING LAW.** The Order and these Terms and Conditions will be construed and enforced in all respects in accordance with the laws of the Province of Quebec and the applicable laws of Canada, without regard to any choice or conflict of law rules that would result in the application of the laws of any other jurisdiction.

20. **EXCLUSIVE FORUM.** Each party agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party arising from or relating to this Agreement in any forum other than the courts of Montreal, Province of Quebec, Canada, and any appellate court from any thereof. Each party submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the District of Montreal, Province of Quebec, Canada.

21. **RIGHT TO LAPSE; DEBARMENT:** Seller certifies that (a) it has not been deprived of any of its rights by Health Canada or other regulatory body, and will immediately notify the Purchaser at the opening of any investigation or legal action against the Seller by Health Canada or any other regulatory agency; (b) it has not been debarred under Section 306 of the Federal Food, Drug and Cosmetics Act and will notify Buyer immediately upon commencement of any department investigation or proceeding against Seller; and (c) neither Seller nor any of its principals are debarred, suspended, or proposed for debarment from contracting with the U.S. Government and will notify Buyer immediately in the event this status changes.

22. **FORCE MAJEURE.** Neither party will be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

23. **SUPPLIER CODE OF CONDUCT.** Seller will comply with Buyer's Supplier Code of Conduct, which can be found at www.criver.com.

24. **MISCELLANEOUS.** Any notice will be deemed given upon the date of electronic delivery or two (2) business days after deposit in the mail, registered or certified, postage prepaid, and addressed to Buyer or Seller. The invalidity, in whole or part, of a term or condition will not affect the validity of any other term or condition, nor will the waiver of a breach of any provision contained herein constitute a waiver of any prior or subsequent breach of that provision or the breach of any other provision. No waiver by Buyer will be effective unless made in writing signed by Buyer. Seller will not assign or transfer any Order nor any claim or interest thereunder to any other party or parties except as authorized by Buyer. Buyer may assign the whole or any part of any Order. The Agreement supersedes any and all previous statements, negotiations, documents agreements and understandings, whether oral or written, as to the subject matter therein.

25. **DEFINITIONS.**

(a) "BPF" means Bonnes Pratiques de Fabrication (Good Manufacturing Practices "cGMP"), which are issued from time to time in Canada, including Part C, Division 2 of the Food and Drugs Act and Regulations, and are written as part of Health Canada's policies and guidelines on quality and safety compliance for Canadian pharmaceutical companies.

(b) "LAD" means Loi sur les Aliments et Drogues (Canadian Food and Drugs Act and Regulations "FDA&R") and regulations issued under this law and in effect from time to time, including, but not limited to, the Food and Drug Regulations, the Drugs Regulations and the Medical Devices Regulations.

(c) "FDA" means the Food and Drug Administration of the United States.

(d) "BPLa" means Bonnes pratiques de laboratoire actuelles (good current laboratory practices "GCLP") drafted by Health Canada, the OECD Series of Principles of Good Laboratory Practice or GLP, the FDA and all regulatory authorities with jurisdiction.

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- (e) "BPL" means Bonnes pratiques de laboratoire (good laboratory practices "GLP") drafted by Health Canada, the OECD Series of Principles of Good Laboratory Practice or GLP, the FDA and all regulatory authorities with jurisdiction.
- (f) "Health Canada" means the Department of Health of the federal government of Canada under the responsibility of the Minister of Health; Health Canada is the federal regulatory authority for therapeutic products in Canada, including pharmaceutical and consumer medical devices, including the Therapeutic Products Directorate (TPD), Biologics and Genetic Therapies Directorate (BGTD)) and all successors.
- (g) "Regulatory Authority" means any agency, department, bureau, commission, board or other supranational, national, regional, state, provincial or local government entity, including, but not limited to, Health Canada and the FDA.