

**CHARLES RIVER LABORATORIES MONTRÉAL ULC AND
CHARLES RIVER LABORATORIES SAINT-CONSTANT S.A. (“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 and Seller (“**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 quotation, acknowledgement form or any other form are hereby rejected. Should the parties mutually execute an independent agreement to be applied to Buyer Orders, those terms will apply to this purchase order, notwithstanding these Terms and Conditions.

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 therefore 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, BPF, et LAD; (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 sixty (60) days upon receipt of an undisputed invoice.

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 re-supply 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 2020, DAP (Buyer’s facility or as stated on the Order), or as otherwise agreed to between the parties. 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 or to the contact information on the purchase order not later than the day following the date of shipment, together with applicable supporting documentation, including bill of lading, express receipt 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: Procurement 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.

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 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. The Seller will be covered by a guarantee of civil liability (premises and activities), professional liability, employer's liability, automobile civil liability, cyber liability and occupational accident compensation (Seller must be registered and in compliance with CNESST for occupational accident or disease at work) taken out with insurance companies, with coverage and limits deemed satisfactory by the Buyer, all at the sole expense of the Seller, on a principal and non-contributory basis. A certificate of insurance evidencing that the Buyer is named as an additional insured will be provided upon Buyer's request. The Seller waives any right of subrogation against the Buyer. In the event that Seller fails to maintain required insurance, Buyer shall have the right, but not the obligation, to obtain such insurance at Seller's expense.

14. NONDISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION. 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. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the disclosing party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute proprietary information, provided that the confidential nature of such proprietary information would be apparent to a reasonable person, familiar with the disclosing party's business and industry in which it operates. 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. In the event of visiting the other party's facilities, each party agrees to protect any Confidential Information which each party or its representatives may come in contact with, or come to know, by any means and for whatever purpose during such visits.

15. PRIVACY AND DATA PROTECTION. The Parties acknowledge that each Party, acting as independent Data Controller, may Process Personal Data in connection with, and for the purposes of, the performance of the Purchase Order. The term 'Personal Data' and all other terms used herein shall have the meanings given to them in the EU General Data Protection Regulation 2016/679, together with any applicable data protection laws, collectively the "**Data Protection Laws**". The Parties anticipate that any Personal Data disclosed to each other will consist solely of the business contact details of their respective personnel who are involved in the performance or administration of the Purchase Order (including its employees, consultants or contractors). Each Party represents and warrants to the other Party that it is authorized to disclose any Personal Data within its control to the other Party for the purposes of the Purchase Order and that it has an appropriate legal basis for any such disclosure under applicable Data Protection Laws. Each Party, acting as independent Data Controller, is itself responsible for the compliant Processing of Personal Data under its control in accordance with applicable Data Protection Laws.

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 non-confidential or non-proprietary 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, 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. **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 Québec 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.

19. **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 Montréal, Province of Québec, 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 Montréal, Province of Québec, Canada.

20. **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.

21. **TRADE CONTROLS.** Seller will comply with all applicable export and import requirements. Seller represents and warrants that it is not on any applicable official national or international sanctioned party lists and that purchase of the Products or performance of the Services will not violate applicable embargo regulations. Buyer has the right, at its sole expense, to conduct screening checks of Seller, including verification of Seller's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that Seller is an international sanctioned party or is in violation of embargo regulations, Buyer may terminate the Order for breach.

22. **INGREDIENTS AND MATERIALS DISCLOSURE.** Upon Buyer's request, Seller will promptly provide to Buyer, in such form and detail as Buyer requests, a list of all ingredients and materials incorporated in Products supplied by Seller or as part of the Services. The list will include the amount of such ingredients and materials, and information concerning any changes in or additions to such ingredients and materials.

23. **HAZARDOUS MATERIALS.** Seller will at all times perform the Services in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. Seller shall perform the Services in such a manner as to ensure that any potentially hazardous materials will be removed and/or treated in such a manner which causes no contamination at Buyer's facility for which the Services are provided, endangers none of the workers performing the Services, and creates no short- or long-term threat to the health of other persons or to the environment. Any equipment, supplies or hazardous substances, including any chemicals used in performance of the Services, that Seller's employees or its subcontractor's employees carry onto Buyer's premises, must be labeled consistent with regulatory requirements and not be left unattended. Seller shall not dispose of any solid, liquid or gaseous substances on Buyer's premises, except as specifically authorized in writing by Buyer's Environmental Health & Safety management ("EHS"), and all spills or releases must be immediately reported to EHS.

24. **QUALITY.** If applicable, Seller will review and comply with the applicable provisions of Buyer's Global Vendor Quality Manual found at <https://www.criver.com/resources/global-vendor-quality-manual>.

25. **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, epidemics, pandemics, contamination, strike or other labor problems (other than those involving such party's employees), acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within such party's possession or reasonable control, and denial of service attacks 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 (each a "Force Majeure Event"). Each party shall notify the other party immediately at the start of any Force Majeure Event. Should a Force Majeure Event exist for longer than ninety (90) consecutive days, Buyer may cancel an Order without penalty upon thirty (30) days prior written notice.

26. 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.

27. 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.
- (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.

28. SUPPLIER CODE OF CONDUCT. Seller will comply with Buyer's Supplier Code of Conduct, which can be found at <https://www.criver.com/sites/default/files/resources/SupplierCodeofConduct.pdf>.

29. ENGLISH LANGUAGE. The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices and schedules, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis et schedules, qui s'y rattachent, soient rédigés en langue anglaise.