

**CHARLES RIVER LABORATORIES IRELAND LIMITED AND CHARLES RIVER MICROBIAL SOLUTIONS INTERNATIONAL LIMITED (“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 or which are implied by trade, custom, practice, course of dealing or otherwise are hereby excluded, and these Terms and Conditions shall control. 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 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 labour 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. Such compensation will not include loss of profits, revenues, business, savings or any consequential or indirect loss and will in no event, exceed the purchase price specified in the terminated Order. Seller may not charge Buyer a termination or change order fee. 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 Good Laboratory Practice (GLP), current Good Manufacturing Practice (cGMP) and Good Clinical Practice Laboratory (GCLP); (b) Products and Services will be supplied or performed in accordance with the Order’s specifications and, as applicable, will be of merchantable quality and fit for their intended purpose; (c) the Products will be free from defects in design, (d) full title to Products shall be conveyed to Buyer upon completion of delivery in accordance with this Order, 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, copyright or other intellectual property 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.

4.1 The price for the Products:

- (a) shall be the price stated in the Order, or, if no price is quoted, the price set out in the Seller’s published price list in force as at the Order date; and
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Products, unless otherwise agreed in writing by the Buyer. No extra charges shall be effective unless agreed in writing and signed by the Buyer.

4.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Seller in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges shall include every cost and expense of the Seller directly or indirectly incurred in connection with the performance of the Services.

4.3 In respect of Products the Seller may invoice the Buyer on or at any time after the completion of delivery. In respect of Services the Seller shall invoice the Buyer on completion of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including but not limited to the relevant Order number.

4.4 In consideration of the supply of Products and/or Services by the Seller, the Buyer shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Seller.

4.5 All amounts payable by the Buyer under the Order are exclusive of amounts in respect of Value Added Tax (“VAT”). Where any taxable supply for VAT purposes is made under the Order by the Seller to the Buyer, the Buyer shall on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products and/or Services at the same time as payment is due for the supply of the Products and/or Services.

4.6 If a party fails to make any payment due to the other under the Order by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 8% (eight percent) per annum above Bank of Ireland’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

4.7 The Seller shall maintain complete and accurate records of the time spent and materials used by the Seller in providing the Services, and the Seller shall allow the Buyer to inspect such records on request.

4.8 The Buyer may at any time, without limiting any of its other right or remedies, set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller, whether the liability is present, liquidated or unliquidated and whether or not any liability arises

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under the Order.

5. **TAXES.** Except as may be otherwise provided in any Order, the purchase price includes all VAT (if applicable) and all applicable taxes in effect on the date of the Order, but does not include any 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.

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 testing 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 a third party and charge the costs of such replacement, correction or re-performance to Seller, or (z) without further notice, terminate the Order.

7. **PRODUCTS 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 DDP Buyer’s facility or as stated on the Order. 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 to Buyer (contact information on 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, DYES.** No tools, designs, patterns and/or dyes 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, and its and their respective officers, directors, employees and agents from and against any and all claims, proceedings, suits, actions, demands, allegations, damages, liabilities, losses (including, but not limited to, any and all direct, special, consequential and other indirect losses, loss of profits, goodwill, business opportunity and reputation), fines, penalties, costs, and expenses (including, without limitation, court costs and reasonable legal fees, costs and expenses) arising from or otherwise related to: (a) Buyer’s use of the Products and Services (including products and services derived therefrom) for their intended use, (b) Seller’s breach of the Order or these Terms and Conditions, (c) Seller’s negligence or willful misconduct, and (d) the actual or alleged infringement, misappropriation or other violation by the Products and Services of any third party’s intellectual property rights.

13. **INSURANCE.** Seller will maintain in force public liability, professional indemnity, employer’s liability, motor liability, cyber liability 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

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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. **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 proprietary or 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 Ireland, without regard to any choice or conflicts of law rules that would cause 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 Ireland 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 Ireland.

20. **DEBARMENT.** Seller certifies represents and warrants that neither it nor its employees has been debarred or are under consideration to be debarred under Sections 306(a) or (b) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 335(a) or (b)), and Seller is in compliance with the Irish Health Products Regulatory Authority and/or the European Medicines Agency, and further represents and warrants that neither Seller nor any of its principals is debarred, suspended, or proposed for debarment from development, submitting, or assisting in the submission or approval of a drug product. Seller will notify Buyer immediately in the event this status changes.

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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 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. **SELLER CODE OF CONDUCT.** Seller will comply with Buyer’s Seller Code of Conduct, which can be found at at <https://www.criver.com/sites/default/files/resources/SellerCodeofConduct.pdf>.