



NEOGEN WEBSITE TERMS & CONDITIONS

Last updated and effective as of August 19, 2017

A. GENERAL

1. **Exclusivity of Terms.** These terms and conditions, together with any terms and conditions contained on any applicable invoice (collectively, "T&Cs") and the Neogen Website Privacy Notice (available at: www.neogen.com, "Privacy Notice"), constitute the entire agreement of Neogen Corporation and/or its subsidiaries ("Seller") and the purchaser named on the invoice and/or the user using any of the Sites (as defined below) ("Buyer" or "you"), and supersedes all previous correspondence, all prior agreements, discussions, representations, amendments or understandings of every kind and nature between Buyer and Seller, both written and oral, including any purchase orders that may have been submitted by the Buyer; provided the T&Cs shall not modify any conflicting terms and conditions contained in a separate distribution, supply or similar agreement actually signed by Seller and Buyer prior to the date this attachment ("Separate Agreement"). Any term specified on the invoice supersedes any term on these terms and conditions.
2. **Applicability of T&Cs to Use of the Sites.** These T&Cs also govern your access to and use of the Seller family of websites, which includes, among others, www.neogen.com and order.neogen.com (each a "Site" and collectively, the "Sites"). The Sites are owned and operated by Seller or one or more of its direct or indirect affiliates (collectively, the "Company", "we" or "us"). **Please read these T&Cs carefully before you start to use the Sites. By using the Sites, or by purchasing anything through the Sites, you accept and agree to be bound and abide by these T&Cs and The Privacy Notice, incorporated by reference herein. If you do not want to agree to these T&Cs or the Privacy Notice, you must not access or use any of the Sites.**
3. **CHILDREN UNDER THE AGE OF 13.** The Sites are not intended or designed to attract children under the age of 13, and the Sites are intended to be offered and made available only to users who are 13 years of age or older. By using any of the Sites, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use any of the Sites.

B. TERMS AND CONDITIONS REGARDING USE OF THE SITES GENERALLY

1. **Accessing the Sites and Account Security.** We reserve the right to withdraw or amend any of the Sites, and any service or material we provide on any of the Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of any Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites, or entire Sites. You are responsible for ensuring that all persons who access any of the Sites [through your internet connection] are aware of these T&Cs and comply with them. You agree that all information you provide to register with of the Sites or otherwise, including but not limited to through the use of any interactive features on any of the Sites, is governed by the Privacy Notice, and you consent to all actions we take with respect to your information consistent with the Privacy Notice. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to any of the Sites or portions of them using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these T&Cs.
2. **Intellectual Property.** As between Seller and you, the Sites and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Seller, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These T&Cs permit you to use the Sites for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Sites, except as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your web browser for display enhancement purposes; (iii) you may print or download one copy of a reasonable number of pages of the Sites for your own personal, non-commercial use and not for further reproduction, publication or distribution; and (iv) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications. **You must not:** (1) modify copies of any materials from any of the Sites; (2) use any illustrations, photographs, video or audio sequences or any graphics on the Sites separately from the accompanying text; or (3) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from any of the Sites. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Sites in breach of the T&Cs, your right to use the Sites will cease immediately and you must, at our option, return or destroy any copies of the materials from the Sites you have made. No right, title or interest in or to the Sites or any content on the Sites is transferred to you, and all rights not expressly granted are reserved by Seller. Any use of the Sites not expressly permitted by these T&Cs is a breach of these T&Cs and may violate copyright, trademark and other laws.

3. **Prohibited Uses.** You may use the Sites only for lawful purposes and in accordance with these T&Cs. You agree not to use the Sites: (i) in any way that violates applicable federal, state, local or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries); (ii) to impersonate or attempt to impersonate Seller, a Seller employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or (iii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm Seller or users of the Sites or expose them to liability. Additionally, you agree not to: (1) use the Sites in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites; (2) use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites; (3) use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent; (4) use any device, software or routine that interferes with the proper working of the Sites; (5) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (6) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the server on which the Sites are stores, or any server, computer or database connected to the Sites; (7) attach the Sites via a denial-of-service attack or a distributed denial-of-service attack; or (8) otherwise attempt to interfere with the proper working of the Sites.
4. **Reliance on Information Posted.** The information presented on or through any of the Sites (including any materials downloaded from the Site) is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents. The Sites may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Seller, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Seller. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
5. **Linking to the Sites and Social Media.** You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. The Sites may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on the Sites; (ii) send emails or other communications with certain content, or links to certain content, on the Sites; or (iii) cause limited portions of content on the Sites to be displayed or appear to be displayed on your own or third-party websites. You may use these features solely as they are provided by use, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: (1) establish a link from any website that is not owned by you; (2) cause the Sites or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; (3) link to any part of the Sites other than the homepage; or (4) otherwise take any action with respect to the materials on the Sites that is inconsistent with any other provisions of the T&Cs. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permissions without notice. We may disable all or any social media features and any links at any time without notice in our discretion.
6. **Links from the Sites.** If any of the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
7. **Disclaimer of Warranties Regarding Use of the Sites.** You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or any of the Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF ANY OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH ANY OF THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE SITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTIONS C.6 AND C.8 BELOW, THE SITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITES. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTIONS C.6 AND C.8 BELOW, WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITES, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTIONS C.6 AND C.8 BELOW, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT**

LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. **Indemnification.** You agree to defend, indemnify and hold harmless the Company and its licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these T&Cs or your use of the Sites, including, but not limited to, any use of the Sites' content, services and products other than as expressly authorized in these T&Cs or your use of any information obtained from the Sites.

C. TERMS AND CONDITIONS REGARDING PURCHASES MADE FROM THE SITES

1. **Purchase Price.** Except as otherwise provided in a Separate Agreement, all prices are exclusive of (i) tariffs, customs duties, storage or other charges incident to transportation or delivery; and (ii) any sales, use or other taxes. Taxes will be added to the price unless the Buyer provides a valid tax exemption certificate.
2. **Terms of Payment.** Unless otherwise specified by the Seller or pursuant to a Separate Agreement, all prices are 30 days, net cash, subject to Seller's approval of Buyer's credit. If any payment is not made when due, Buyer shall pay Seller interest on the unpaid balance of the purchase price at of 1.5%/month (18%/year), unless such rate is prohibited by law, in which case the maximum rate permitted by law shall apply. If Buyer fails to pay any sum when due, Seller may declare all payments owing under these T&Cs and any other agreement with Buyer to be immediately due and payable and may suspend your access to the Sites and withhold any deliverables Seller owes Buyer.
3. **Delivery.** Any term of delivery specified is tied to the date Seller receives Buyer's signed order, and is only an estimate. Seller does not guarantee the delivery date, but will use reasonable efforts to do so. Seller may make partial shipments and submit a separate invoice for each shipment. All shipments will be F.O.B. Seller's plant of choice, unless otherwise specified in writing. Seller may, at its option, deliver the order directly to Buyer's customers, if applicable, upon Buyer's request. Seller shall not be liable for any failure to deliver (including any of Buyer's customers who refuse deliver, if applicable), or for any delay in the manufacture or delivery of, any order sold or to be sold by it if such a failure or delay is caused by delay or inability to obtain transportation; inability to obtain materials; shortage of fuel; failure of sources of supplies; labor disputes; accident; riot; war; terrorist act; embargo, restraint or demand of the United States or of any other government; nonfulfillment by Buyer of conditions of payment; natural disaster; or any other cause beyond the control of Seller. If at any time Seller shall be prevented by any of the above causes from the supplying all or any part of Buyer's order and to its other customers under contract, Seller shall have the right to prorate the quantity then deliverable to Buyer and to its other customers.
4. **Acceptance.** Buyer agrees to promptly inspect each order received from Seller. All claims for damage in transit shall be submitted directly to the carrier. When damage or shortage is observed at the time of delivery, the carrier's delivery receipt must indicate the specific damage or shortage at the time of receipt. Buyer shall be deemed to have accepted an order within 2 business days following receipt unless it has previously notified Seller in writing of any claim. No claim shall be allowable after acceptance as provided in the T&Cs. Special order products or discontinued items are non-refundable and non-returnable. No-charge goods, which may be denoted as free goods, samples, premium goods, or replacement goods, are non-returnable for replacement, credit or refund. The replacement or credit value of a returned product will be issued at the net value when the purchase price includes a promotional or program special. Outdated products may not be returned unless shipped in error by Seller.
5. **Installation and Use.** Seller has no obligation to install the order. Buyer assumes all liability for installation and use of the order and shall be responsible for ensuring that the installation and use complies with (i) federal, state and local health, building and safety laws, codes and regulations; and (ii) Seller's instructions for the use of the product. Buyer indemnifies, holds harmless and agrees to defend Seller from any and all claims, damages, liabilities and expenses (including attorney's fees) resulting from negligent or improper use of the product, including use of the product that does not comply with such laws, codes or regulations, or violation of any such law, code or regulation.
6. **Limited Warranty.** Seller warrants to the Buyer that any order, manufactured and sold by the Seller in an unmodified condition, in accordance with the Seller's instructions, operated, and maintained, and used under normal conditions, shall (i) be free from material and manufacturing defects and meets Seller's current quality standard in effect at the time of manufacturing; and (ii) comply with any written warranties and specifications stated in Seller's product literature ("Limited Warranty"). This Limited Warranty commences on the date title transfers. This Limited Warranty does not apply to materials manufactured by third parties or for any work or modifications performed by Buyer or third parties. The obligation of the Seller, and the Buyer's SOLE AND EXCLUSIVE REMEDY, shall be limited to the repair or replacement of defective materials or refund in accordance with these general terms and conditions of sale. Seller shall have no obligation under this Limited Warranty for physical or property damage, claims of improper installation or modification, improper or inadequate maintenance or inspection or if the order as used does not comply with local, state, and federal laws, codes or regulations.
7. **Limited Warranty Performance Procedure.** If Buyer believes the Seller may be responsible for the performance of any Limited Warranty obligation, Buyer must send written notice of the claimed defect prior to acceptance as provided in the T&Cs. No attempted repair of the claimed defect may be made without the prior written consent of the Seller. Upon receipt of the notification prior to acceptance, Seller, or Seller's designated agent, shall be given access to the product for inspection or testing (including removal or destructive testing of the product). Buyer must contact the Seller and request a return authorization. Upon the Buyer's receipt of the return authorization form, the unused product may be shipped, F.O.B. Seller's plant, freight prepaid, to the facility designated on the return authorization. All product returned for replacement or refund (which refund may be made in the form of a credit to the Buyer's account), must be accompanied by the return authorization. Unless otherwise agreed in writing, all other returned product is subject to a twenty percent (20%) handling/reshelving charge.

8. **Disclaimers of Warranties.** THE WARRANTIES CONTAINED IN THE T&CS ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller undertakes no responsibility for quality of the product, nor any responsibility that the goods will be fit for the purpose for which Buyer may be buying these goods, except as otherwise provided in the T&Cs. Any plans, specifications, affirmations of fact, promises or other communications by the Seller with reference to the order, or the performance of the order are solely for the convenience of the Buyer and shall not in any way modify the expressed warranties and disclaimers set forth. No agents or other parties are authorized to make any warranties on behalf of the Company or to assume for the Company any other liability or obligation in connection with the order.

D. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO BOTH USE OF THE SITES AND PURCHASES

1. **Limitation of Damages.** Seller shall not be liable for any special, incidental, consequential, multiple, exemplary, punitive, indirect (including business interruption or loss of business reputation or opportunity) damages arising from your use of the Sites or the order, the breach of any warranties, the failure to deliver, delay in delivery, delay on nonconforming condition, or for any other breach of contract or duty between Seller and Buyer. Buyer's exclusive remedy and Seller's exclusive liability for any and all claims as to products delivered, whether or not such liability arises in equity, at common law, by statute (including but not limited to the Michigan deceptive trade practices act or similar statute of other jurisdiction), or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault), or property, shall be limited, at Seller's option, to the repayment of the purchase price for the product with respect to which such claim is made plus transportation costs, if any, paid by Buyer for such product, or the replacement of such product at Buyer's destination.
2. **Limitation of Actions.** Any action against the Seller must be commenced within one (1) year after the cause of action accrues.
3. **Cancellation, Suspension, or Delay; Backcharges.** The T&Cs and the order cannot be cancelled, suspended or delayed by Buyer without Seller's prior written consent, which consent may be withheld or for any or no reason. If Seller agrees to a cancellation, suspension or delay of Seller's work, Buyer shall pay Seller all costs incurred by Seller up to the date of such cancellation, suspension or delay. Seller will not approve or accept returns or backcharges for labor, materials, or other costs incurred in modification, adjustment, service or repair of an order unless previously approved by Seller in writing.
4. **Changes in Design and T&Cs Generally.** Seller reserves the right to modify the design and construction of the product to incorporate improvements or to substitute material equal or superior to that originally specified. Additionally, we may revise and update these T&Cs from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Sites thereafter.
5. **Governing Law; Venue.** The T&Cs and the order are made in Michigan shall be governed by the laws of Michigan without application of conflicts of laws. You and the Company agree that any action shall be brought in the court of appropriate jurisdiction in Ingham County, Michigan or U.S. District Court for the Western District. You and the Company consent to jurisdiction and waive all claims of improper venue and forum *non-conviens*.
6. **Proper Notices.** All notices and other communications required or permitted under the T&Cs shall be deemed to have been given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or messenger, overnight courier, fax or telegram, to the parties at their last known address, or to such other changed address as such party may have given by notice.
7. **Amendments; Assignability; Severability.** Any amendment, alteration, supplement, modification or waiver shall be invalid unless it is set forth in writing, signed by the parties; provided Seller may change the T&Cs prospectively without Buyer's prior consent. Buyer may not assign the T&Cs or the order without the prior written consent of Seller, which consent may be withheld for any or no reason. If any provision of the T&Cs becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the T&Cs shall continue in full force and effect without the provision.
8. **Binding Effect; Captions; Pronouns.** The T&Cs shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Captions contained in the T&Cs are inserted for reference and in no way define, limit, extend or describe the T&C's or the intent of any provision herein. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the parties may require.
9. **Counterparts and Facsimile.** Although the order, acknowledgement and invoice often will not be signed in most cases, Seller and Buyer agree to treat the T&Cs as part of a written agreement. The parties agree that any documents to be executed pursuant to the T&Cs may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures.
10. **Attorneys Fees.** The prevailing party in any litigation involving the T&Cs or the order (including all collection costs) shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party.
11. **Ethical Business Practices (for distributors or resellers of Company products).**
 - a. In addition to other terms, conditions, and representations agreed upon in the Distribution Agreement between Neogen Corporation and Distributor, in other provisions of this Agreement, Distributor does hereby represent, warrant and covenant that:
 - i. To Distributor's knowledge, none of Distributor's owners, directors, officers, agents, employees, and any sub-distributors ("Distributor's Persons") are listed in the following: (i) List of Specially Designated Nationals & Blocked Persons, Office of

Foreign Assets Control, U.S. Treasury Department; (ii) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (iii) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (iv) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or (v) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the “**Lists**”). Distributor shall notify the Company immediately if, during the term of this Agreement, it learns that (a) any Distributor’s Persons appears in the Lists, or (b) any person included in the Lists acquires a legal or beneficial interest in Distributor or in Distributor’s payments to be received under this Agreement.

- ii. Distributor acknowledges and confirms its understanding of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*) as amended (the “**FCPA**”).
 - iii. Distributor shall comply with Anti-Corruption Laws (defined below) and shall not cause the Company, its subsidiaries or affiliates (collectively, “**Affiliates**”) to be in violation of any Anti-Corruption Law. “**Anti-Corruption Laws**” mean collectively: (i) the FCPA; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.
 - iv. Distributor and its owners, directors, officers, agents, employees, and any sub-distributors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a Public Official or Entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, the Company or its Affiliates, by (i) influencing any official act, decision or omission of such Public Official or Entity; (ii) inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity; (iii) securing any improper advantage; or (iv) inducing such Public Official or Entity to affect or influence any act or decision of another Public Official or Entity.
 - v. Distributor shall ensure that no part of any payment, compensation, reimbursement or fee paid by the Company to Distributor pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity.
 - vi. Distributor shall not cause the Company or its Affiliates to be in violation of any Export Control Law. “**Export Control Laws**” mean all U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the **Export Administration Act** of 1979, 24 U.S.C. §§ 2401-2420, the **International Emergency Economic Powers Act (IEEPA)**, 50 U.S.C. §§ 1701-1706, the **Trading with the Enemy Act (TWEA)**, 50 U.S.C. §§ 1 *et. seq.*; the Arms Export Control Act, 22 U.S.C. §§ 2778, 2779; the **International Traffic in Arms Regulations (ITAR)**, 22 C.F.R. 120 *et. seq.*; the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986; and the Office of Foreign Asset Control, as described in Section A of this Agreement.
 - vii. If Distributor has information or believes that there may be a violation of any Anti-Corruption Law or Export Control Law in connection with the performance of this Agreement or the work performed for the Company, Distributor shall immediately notify the Company of such knowledge or suspicion.
 - viii. Distributor understands and acknowledges that, notwithstanding any other provision contained herein, none of the Company or any of its Affiliates shall be obligated to reimburse any expense incurred or pay for any service performed by Distributor or any of its agents if, in the Company’s reasonable opinion, (i) Distributor has failed to provide adequate documentation or information regarding an expense or service, or (ii) an expense reimbursement or service payment would cause the Company or any of its Affiliates to be in violation of the FCPA or any other applicable law.
- b. If the Distributor utilizes any SubDistributor in connection with Distributor’s performance of services under this Agreement, Distributor shall incorporate the obligations of this Agreement with respect to Anti-Corruption Laws and Export Control Laws, including, but not limited to, the foregoing representations and warranties, into its respective subcontracts, agreements and purchase orders with such SubDistributor (the “**Sub-Contract**”) (a copy of which is to be submitted to the Company upon request).
 - c. Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, this Agreement, and any purchase order entered into by the Parties pursuant to this Agreement, shall terminate immediately and without notice and shall become null and void without effect, or further liability or obligation on the part of the Company if Distributor or any of its SubDistributors violates any representation, warranty or covenant in this Agreement or in a Sub-Contract relating to compliance with Anti-Corruption Laws or Export Control Laws or if the Company has a reasonable belief that such a violation has occurred; and in either case all payments, if any, made by the Company to Distributor shall be immediately refunded and no further amounts shall be due to Distributor.

12. **FCPA Obligations.** You do hereby represent, warrant and covenant that:

- a. To your knowledge, none of your owners, directors, officers, agents, employees, and any sub-distributors (“**Affiliated Persons**”) are listed in the following: (i) List of Specially Designated Nationals & Blocked Persons, Office of Foreign Assets Control, U.S. Treasury Department; (ii) List of Debarred Parties, Directorate of Defense Trade Controls, U.S. State Department; (iii) Denied Persons List, Bureau of Industry and Security, U.S. Department of Commerce; (iv) Entity List, Bureau of Industry and Security, U.S. Department of Commerce; or (v) Unverified List, Bureau of Industry and Security, U.S. Department of Commerce (collectively, the “**Lists**”). You shall notify the Company immediately if, during the term of these T&Cs, it learns that (a) any Affiliated Persons appears in the Lists, or (b)

- any person included in the Lists acquires a legal or beneficial interest in Buyer or in your payments to be received under the T&Cs.
- b. You acknowledges and confirms its understanding of the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*) as amended (the "FCPA").
 - c. You shall comply with Anti-Corruption Laws (defined below) and shall not cause the Company, its subsidiaries or affiliates (collectively, "Affiliates") to be in violation of any Anti-Corruption Law. "Anti-Corruption Laws" mean collectively: (i) the FCPA; (ii) any applicable legislation or regulation implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions; and (iii) all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.
 - d. You and your owners, directors, officers, agents, employees, and any sub-distributors will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to a public official or entity for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, the Company or its Affiliates, by (i) influencing any official act, decision or omission of such public official or entity; (ii) inducing such public official or entity to do or omit to do any act in violation of the lawful duty of such public official or entity; (iii) securing any improper advantage; or (iv) inducing such public official or entity to affect or influence any act or decision of another public official or entity.
 - e. You shall ensure that no part of any payment, compensation, reimbursement or fee paid by the Company to you pursuant to the T&Cs or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a public official or entity.
 - f. You shall not cause the Company or its Affiliates to be in violation of any Export Control Law. "Export Control Laws" mean all U.S. or other laws and regulations relating to the export or re-export of commodities, technologies, or services, including, but not limited to, the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act (TWEA), 50 U.S.C. §§ 1 *et. seq.*; the Arms Export Control Act, 22 U.S.C. §§ 2778, 2779; the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 *et. seq.*; the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986; and the Office of Foreign Asset Control, as described in Section A of these T&Cs.
 - g. If you have information or believe that there may be a violation of any Anti-Corruption Law or Export Control Law in connection with the performance of these T&Cs or the work performed for the Company, you shall immediately notify the Company of such knowledge or suspicion.
 - h. You understand and acknowledge that, notwithstanding any other provision contained herein, none of the Company or any of its Affiliates shall be obligated to reimburse any expense incurred or pay for any service performed by you or any of your agents if, in the Company's reasonable opinion, (i) you have failed to provide adequate documentation or information regarding an expense or service, or (ii) an expense reimbursement or service payment would cause the Company or any of its Affiliates to be in violation of the FCPA or any other applicable law.
13. If the you utilizes any sub-distributor in connection with your performance of services under these T&Cs, you shall incorporate the obligations of these T&Cs with respect to Anti-Corruption Laws and Export Control Laws, including, but not limited to, the foregoing representations and warranties, into its respective subcontracts, agreements and purchase orders with such sub-distributor (the "Sub-Contract") (a copy of which is to be submitted to the Company upon request).
 14. Notwithstanding any other provision of these T&Cs, to the extent permitted by applicable law, these T&Cs, and any purchase order entered into by the Company and Buyer pursuant to these T&Cs, shall terminate immediately and without notice and shall become null and void without effect, or further liability or obligation on the part of the Company if you or any of your sub-distributor violates any representation, warranty or covenant in these T&Cs or in a Sub-Contract relating to compliance with Anti-Corruption Laws or Export Control Laws or if the Company has a reasonable belief that such a violation has occurred; and in either case all payments, if any, made by the Company to you shall be immediately refunded and no further amounts shall be due to you.