

Standard Terms and Conditions

We value our business relationship with you. The purpose of this attachment is to set forth the terms of our business agreement with you.

1. **Exclusivity of Terms.** These terms and conditions together with any terms and conditions contained on the invoice ("**Neogen T&Cs**") constitute the entire agreement of Neogen Corporation or its subsidiaries (collectively, "**Neogen**") and the seller named on the invoice or order form ("**Seller**") and supersedes all previous correspondence, all prior agreements, discussions, representations, amendments or understandings of every kind and nature between Neogen and Seller, both written and oral, including any purchase orders that may have been submitted by the Seller; provided Neogen T&Cs shall not modify any conflicting terms and conditions contained in a separate Distribution, Supply or similar agreement actually signed by Seller and Neogen prior to the date this attachment ("**Separate Agreement**"). The terms of a Separate Agreement shall supersede any conflicting terms contained in this attachment.
2. **Acceptance Statement.** No changes or modifications in this order shall be made except upon Neogen's written authority. No terms or condition shall be imposed by the Seller that are inconsistent with or in conflict with the terms and conditions set forth herein. Neogen shall not be deemed to have waived any of these terms and conditions if it fails to object to provisions appearing in, or incorporated by reference in Seller's documents.
3. **Purchase Price.** If price is not stated in this order, it is agreed the goods and/or services shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. This order may not be filled at a higher price than last quoted or changes without Neogen's specific authorization. Seller represents that the prices to be paid or otherwise charged to Neogen are not any higher than the lowest price for such goods or services offered by Seller to any other of its customers.
4. **Taxes.** 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. All such taxes and charges shall be shown separately on seller's invoice. Taxes will be added to the price unless Neogen provides a valid tax exemption certificate.
5. **Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Neogen. Freight charges should not be higher than Seller's actual costs.
6. **Shipment.** If the goods are not shipped or services performed in accordance with Neogen's direction and the instructions set out in this order. Seller shall pay to Neogen any excess cost occasioned thereby.
7. **Packing Slips.** Packing slips must be included in all shipments and the last packing slip must state "ORDER COMPLETED".
8. **Neogen Purchase Order Number.** Must be shown on each packing slip and invoice. When possible, the purchase order number shall be on each package.
9. **Delivery of Product.** Seller shall strictly adhere to the delivery schedule specified in this order. If, at any time, Seller believes it may be unable to comply with the delivery schedule, Seller shall immediately notify Neogen purchasing department in writing of the probable length of any delay and the reason for it, and shall continue to notify Neogen of any change in the situation. If Seller fails to notify Neogen of Seller's inability to comply with the delivery schedule, Neogen may, in addition to all other remedies, require Seller, at Seller's expense, to ship via any expedited routing to avoid or minimize the delay. In the event of early delivery, Neogen may store goods at Seller's expense. Seller shall pay for transportation costs when products are returned to the Seller by Neogen due to failure to meet specifications and/or orders placed with Seller. Seller shall consolidate freight shipments wherever possible. Seller is cautioned that applicable documentation and certification must accompany all shipments. Failure to do so may result in delayed payment of invoices.
10. **Excess Goods.** Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted, and such goods will be held at Seller's risk. Neogen may, and at Seller's direction, shall return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.
11. **Misbranding, ETC.** Seller guarantees and warrants that no food, drug, or cosmetic comprising, or being part, any shipment or other delivery now or hereafter made to Neogen from Seller will at the time of shipment or delivery, be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), or within the meaning of any applicable State or other law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act, or will be an article which may not under the provisions of the Act be introduced into interstate commerce.
12. **Warranty.** Seller expressly warrants that all materials, services, and articles covered by this order or other description or specification furnished by Neogen shall be in exact accordance with such order, description, or specification, and free from defects in material and/or workmanship and merchantable and shall conform to any warranties which arise by implication by law or by the conduct of the parties. Any deviations from this order or specifications furnished hereunder, or any disclaimers, exclusions, or modification of any warranties, express or implies, shall not be a part of this contact unless specifically agreed to in writing by Neogen's purchasing department.
13. **Indemnity and Insurance.** Seller agrees to defend, indemnify and hold Neogen (and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, customers, all subsequent users of the products) harmless from all claims, demands, actions, damages, and liabilities (including reasonable attorney's fees) in any way connected with the goods or services provided by Seller hereunder, the breach of any of the terms and conditions contained herein, or any act or omission of Seller, its agents, employees or subcontractors. Should a recall be necessitated due to a defect or non-conformance of products, Seller shall bear all costs and expenses of such recall, lost profits, and any expenses incurred by Neogen to meet obligations to third parties.
14. **Remedies.** Neogen shall all have remedies available at law or in equity. No modification or limitation of remedy shall be a part of this contact unless specifically agreed to in writing by Neogen's purchasing department.
15. **Inspection and Acceptance.** All goods shall be received subject to Neogen's right of inspection and rejection. Defective goods or goods not in accordance with Neogen's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned

at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Neogen's specifications, Neogen shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any claims that Neogen may have against Seller.

16. **Labeling Laws.** Seller shall label containers of all goods that are known to constitute a health, poison, fire, or explosion hazard in accordance with all U.S. Department of Transportation Hazardous Material Safety Regulations as outlined in 49 CFR Parts 100-185 and all amendments.

17. **Patents.** Seller warrants that the material or service purchased hereunder does not infringe on any patents granted by the United States for any trademark, trade dress, or other intellectual property right of a third party, and covenants and agrees to indemnify and hold harmless and protect Neogen, its successors, assigns, customers and users of its products, against any claim or demand based upon such alleged infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising therefrom.

18. **Proper Notices.** All notices and other communications required or permitted under Neogen 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.

19. **Assignment.** Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party, and any assignment made without such consent shall be null and void, except that Neogen may assign this order and its interest therein to any affiliated corporation, or to any corporation, or to any corporation succeeding to Neogen's business, without consent of the Seller.

20. **Applicable Law.** Seller, in the performance of this order shall comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other applicable Federal, state and local laws in effect, in such form as Neogen may from time to time require.

21. **Construction.** This contract shall be governed by and interpreted in accordance with the laws of Michigan. The application of the U.N. Convention on Contracts of the International Sale of Goods (1980) is excluded from this order.

22. **Equal Employment Opportunity.** The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246 as amended; 38 USC Section 2012, the Vietnam Era Veteran Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Employment Opportunity and implementing Rules and Regulations of the Secretary of Labor are incorporated herein by reference.

23. **California Proposition 65 Warning on Finished Products:** Proposition 65 requires that warnings be provided on products sold in California if they contain certain chemicals listed by the State of California as causing cancer, birth defects or other reproductive harm. Examples of listed chemicals are chromium, lead, nickel and di(2-ethylhexyl) phthalate DEHP (used as a plasticizer in PVC) (see http://oehha.ca.gov/prop65/prop65_list/Newlist.html). Sellers of finished products, whether supplied in retail or bulk packaging, shall be solely responsible to determine if the product contains a listed chemical and, if so, label the product or its retail packaging with the warning as required. Sellers of materials and component parts shall be responsible to notify Neogen if the material or component it supplies contains a listed chemical and to supply an appropriate warning. Seller agrees to defend and indemnify Neogen from any claim that its product does not comply with Proposition 65 or if it fails to notify Neogen that a component it supplies contains a listed chemical. For additional information about California Proposition 65 see <http://www.oehha.ca.gov/prop65.html>.

24. **Conflict Minerals:** Neogen has undertaken commercially reasonable efforts to eliminate Conflict Minerals from each Company product and any products currently proposed to be manufactured by Neogen or on its behalf in the future. The term "Conflict Minerals" refers to columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo or adjoining countries, the exploitation and trade of which is determined by the United States to be financing conflict in the Democratic Republic of the Congo or adjoining countries. Seller certifies that the products it supplies or supplied to Neogen do not contain any Conflict Minerals.

25. **RoHS Compliance:** Seller warrants that the goods sold to Neogen under this order subject to European Union Directive 2011/65/EU on the Restriction of Hazardous Substance (RoHS) in Electrical and Electronic Equipment are fully compliant with the Directive and identified as "RoHS compliant." Upon Neogen request, Seller, at the Seller's expense, shall promptly provide Neogen with access to all necessary information, documents and records evidencing the goods' RoHS compliance, which can include certificates of analyses performed by third-party testing laboratories. Additionally, Seller shall promptly provide material declarations "EU RoHS Certificate of Compliance" upon request with respect to the goods provided and Seller agrees to provide written notification of any variance from the Restriction of Hazardous Substances regulations. A) The Seller must also, provide a Certificate of Conformance with each Product delivery. The Certificate of Conformance must contain a statement of EU 2011/65/EU RoHS compliance, Neogen part number, the Supplier or Manufacturer's part number and the appropriate revision number/level on the corresponding documentation.

26. **Governing Law; Venue.** Neogen T&Cs and the order are made in Michigan shall be governed by the laws of Michigan without application of conflicts of laws. The parties 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. The parties consent to jurisdiction and waive all claims of improper venue and *forum non-conviens*.

27. **Amendments; Severability.** Any amendment, alteration, supplement, modification or waiver shall be invalid unless it is set forth in writing, signed by the party intending to be bound thereby. If any provision of Neogen T&Cs becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, Neogen T&Cs shall continue in full force and effect without the provision.

28. **Binding Effect; Captions; Pronouns.** Neogen T&Cs shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Captions contained in Neogen T&Cs are inserted for reference and in no way define, limit, extend or describe Neogen 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.

29. **Counterparts and Facsimile.** Although the order, acknowledgement and invoice often will not be signed in most cases, Seller and Neogen agree to treat Neogen T&Cs as part of a written agreement. The parties agree that any documents to be executed pursuant to Neogen T&Cs may be delivered by facsimile or electronic mail in lieu of an original signature, and the parties agree to treat signatures transmitted by facsimile or electronic mail as original signatures.

30. **Attorney's Fees.** The prevailing party in any litigation involving Neogen 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.