



**Seller** 533782  
SEQUENCE  
2500 GATEWAY CENTRE BOULEVARD  
SUITE 850  
MORRISVILLE NC 27560  
United States

**Order Number** 16002104 OP  
**Revision No.** 0  
**Order Date** 11/10/16  
**Page No.** 1 of 2  
**Branch/Plant** 188910001

**Ship To**  
XELLIA PHARMACEUTICALS USA LLC  
8900 CAPITAL BLVD  
RALEIGH NC 27616  
United States

**Attn.**  
**Tel No.**  
**Fax No.**  
**Email**

All invoices and shipping documents must contain the correct order number above.  
Seller hereby agrees to Sell to Buyer, and Buyer hereby agrees to purchase from Seller  
the following products/material upon the terms and conditions hereinafter stated.

#### Details

**Related Order**  
**Freight Terms**  
**FOB Point**  
**Payment Terms** Net 30 Days  
**Currency** USD

**Buyer** CASTRO, RAYMOND  
**Buyer Tel No.** +1 919-327-5506  
**Buyer Fax No.** +1 919-871-0389  
**Buyer Email** raymond.castro@xellia.com  
**Contact**  
**Delivery Instructions**

Line	Item No./Description	Delivery Date	Quantity	UOM	Unit Price	Price UOM	Line Total
1.0	Services of John Charnecki (IPC Lab)	12/09/16	120.00	HR	100.0000	HR	12,000.00

**Attention:** ERIC B. ROLLINS

PLEASE ACKNOWLEDGE YOUR ACCEPTANCE OF THIS ORDER, CONFIRMATION OF THE PRICE AND  
AVAILABILITY OF THE PRODUCTS/MATERIALS BEING PURCHASED HEREUNDER

**Total:** **USD** 12,000.00

THE TERMS AND CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE HEREOF OR OTHERWISE  
ATTACHED ARE INCORPORATED HEREIN AND THIS PURCHASE IS SUBJECT TO ALL SUCH.

Authorized  
Signature

Send Invoice To:

Xellia Pharmaceuticals USA LLC  
8841 Wadford Drive  
Raleigh, NC 27616 9057

email:accounts.payable  
Phone: +1 919 327-5500  
Fax : +1 919 871-0309

@xellia.com  
Tax ID : 47-1150410  
www.xellia.com

## **TERMS AND CONDITIONS OF PURCHASE**

1. **GENERAL.** These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order or other writing Xellia Inc. and/or its affiliates ("Buyer") may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.
2. **ACCEPTANCE.** All purchase orders and supplemental purchase orders must be confirmed by Seller within ten (10) days after receipt hereof by returning the executed purchase order confirmation form. Commencement of performance by Seller pursuant to this constitutes acceptance hereof by Seller.
3. **PRICE.** Unless expressly stated to the contrary, the price listed on the face of this purchase order is fixed and not subject to change except by a duly executed supplemental purchase order. No extras will be allowed over the price shown on the face of this purchase order unless authorized in writing by a supplemental order. Except as otherwise provided in this purchaser order, the contract price for all materials and/or equipment includes all applicable federal, state and local taxes in effect on the date of this purchase order.
4. **DELIVERY.** All equipment and materials will be delivered by the date specified on the face of this purchase order. Time is of the essence on this purchase order. If deliveries are not made at the time agreed upon herein; Buyer reserves the right to cancel this purchase order or purchase comparable goods elsewhere and to hold Seller accountable therefore. Anything herein to the contrary notwithstanding, Seller will not be liable for and delay in deliveries, or for any loss or damage suffered by Buyer by reason of any such delay, when such delay is directly or indirectly caused by acts of God, war, governmental interference or embargoes, fires, floods, riots or labor strikes.
5. **INSPECTION.** Buyer shall have the right to inspect all materials and equipment to be purchased pursuant to this purchase order prior to shipment thereof. Buyer may waive inspection at the point of manufacture without prejudice to its right to inspect materials and/or equipment at the destination point. Seller may not ship any materials or equipment unless inspection is made or is waived in writing by Buyer. Inspection shall not relieve Seller from its obligation to furnish materials and equipment strictly in accordance with Buyer's specifications. All materials and/or equipment rejected by Buyer as not conforming to this purchase order shall be returned at Seller's expense, including transportation and handling costs. Acceptance of the materials and/or equipment covered by this purchase order shall not relieve Seller from its obligations and warranties hereunder. In no event shall payment for materials and/or equipment be deemed to constitute acceptance by Buyer thereof.
6. **ASSIGNMENT.** Seller shall not delegate any duties, nor assign any rights or claims under this purchase order, without the prior written consent of Buyer and any such attempted delegation or assignment shall be void. Delegation or assignment of any duties hereunder shall not relieve Seller of its obligations herein, and Buyer shall have no liability whatsoever with respect to any such delegatee or assignee.
7. **INDEMNITY.** Seller shall defend, at its own expense, Buyer and the dealers in and users of the materials and/or equipment covered by this purchase order and hold each of them harmless with respect to any and all claims for alleged infringement of patent or invention rights, copyrights or trademarks arising from the sale or use of any such materials and/or equipment. Seller further agrees to identify Buyer from any loss, liability, cost, damage or expense incurred by Buyer in connection with any suit or action whether against Buyer or against those dealing in or using the materials and/or equipment covered by this purchase order. Buyer may, in its sole discretion, participate in the defense of such suit or action or, if Buyer elects, it may assume the entire defense of such suit or action through its own counsel.
8. **COMPLIANCE WITH LAW.** Seller shall comply with all federal, state and local laws, regulations and orders that govern Seller's performance hereunder.
9. **CANCELLATION.** Buyer may cancel the purchase order at any time, in whole or in part, by written notice to Seller. Upon receipt of such cancellation notice, Seller shall immediately discontinue all work on this purchase order and shall refrain from placing further orders for materials or supplies in connection with the performance of this purchase order. Seller also shall make every reasonable effort to procure cancellation of all existing orders and contracts relating to this purchase order which Seller shall have made prior to receipt of the cancellation notice, upon such terms as are satisfactory to Buyer. Upon receipt of the cancellation notice, Seller shall do only such work as may be necessary to complete work already in progress and to ship completed materials and/or equipment, and Buyer's total liability to Seller shall be payment therefore. Buyer may cancel the purchase order at any time upon written notice to Seller without any liability whatsoever upon: (a) the commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the appointment with or without Seller's consent of an assignee for benefit of creditors; (c) the appointment of a receiver of any property of Seller; or (d) Seller's failure to comply with any of the provisions of this purchase order.
10. **WARRANTY.** By performing pursuant to this purchase order, Seller warrants to Buyer that all materials, equipment and/or services of any nature furnished hereunder, for a period of eighteen (18) months from the completion date of the project for which such materials, equipment and/or services are purchased are: (a) free from defect of material or workmanship; (b) new and conform strictly to the specifications, drawings, samples and or other data furnished by Buyer; (c) fit for the particular purpose for which the goods are required; and (d) of merchantable quality. The foregoing warranties and all implied warranties of any nature whatsoever shall run to Buyer, its successors and assigns and all users of Seller's materials and/or equipment. In the event of a breach of any express or implied warranty, Seller shall replace or correct all non-conforming materials and/or equipment upon notification by Buyer or the user of Seller's materials and/or equipment as required hereinabove. Buyer or the user of Seller's materials and/or equipment may correct or replace same and charge the cost thereof to Seller. All warranties express or implied, shall survive any inspection, delivery, acceptance, or payment by Buyer for any material and/or equipment hereunder. Seller shall hold harmless and indemnify buyer, or the user of Seller's materials and/or equipment, against any lien charge, right of retention, seizure, attachment or judgment resulting from Seller's breach of any provision of law or this purchase order.
11. **TRANSFER OF PROPERTY AND RISK OF LOSS.** Unless otherwise provided in this purchase order, title to materials and/or equipment shall pass from Seller to Buyer on delivery thereof in accordance with the terms of this purchase order. Any loss or damage incurred prior to delivery of materials and/or equipment as provided in this purchase order shall be at Seller's risk.
12. **TITLE TO DRAWINGS AND SPECIFICATIONS.** All drawings, specifications, samples, and other data furnished by Buyer to Seller and intended for use in connection with this purchase order are the property of Buyer. Title thereto shall at all times remain in Buyer. Seller shall use such drawings, specifications, samples and other data only in connection with this purchase order and shall not disclose same to any person, firm or corporation. No drawings, specifications, samples or other data may be reproduced or otherwise copied without the prior consent of Buyer in writing. Upon completion of its work in connection with this purchase order, Seller shall return to Buyer all drawings, specifications, samples and other data furnished to it by Buyer or made by it in connection with this purchase order.
13. **ARBITRATION: LAW.** Any controversy or claim arising out of or related to this purchase order, or the performance or branch hereof, shall be settled by arbitration in New York, New York, in accordance with the rules and procedures of the American Arbitration Association then pertaining. To the extent not inconsistent with this arbitration clause, this purchase order shall be governed by and construed in accordance with the laws of the state of New Jersey (specifically the state's Uniform Commercial Code), without giving effect to its choice of Laws provisions.