

PURCHASE ORDER



Order No.: **4400052335**
Order Date: **2016-03-15 11:28 UTC+0**
(CCYY-MM-DD)

Supplier
Sequence, Inc.
2500 Gateway Centre Blvd., Ste 850
US 27560 Morrisville

Invoice Address
Novo Nordisk Pharm. Industries Inc.
Sent to: dl-acctspayable@novonordisk.com
3612 Powhatan Road
US NC Clayton, NC 27527

Delivery Address
Novo Nordisk Pharm. Industries Inc.
3612 Powhatan Road
US 27527 Clayton

Terms of Delivery (In accordance with INCOTERMS 2000)
CarriagePaidTo Delivery Address

End User Information
Requisitioner PAIB@novonordisk.com
Office Location: RECP_NNPI.
Department No.: 084-XXXXXX

Terms of Payment
Invoice Date + 45 days

Pos	Quantity	Price	Product No Material No.	Specification	Unit Price	Unit	Time of delivery	Total amount
1	160,600.00	1		Sequence / PAS-X Project	1.00	EA	2017-01-31	160,600.00
Assembly Validation Specialist. Dates from 03/09/2016 to 01/31/2017.								
Total net item val.excl. VAT: USD 160,600.00								

Novo Nordisk Pharm. Industries Inc.
Clayton

Email: +19195502200
Phone: +19195503670
Fax:

Please send confirmation of pricing and ETA to the e-mail listed above in the (End User Information) Requisitioner. Please note that if confirmation is not received pricing will remain the same as the PO states. Any changes to pricing made at invoice will not be honored.
Send all invoices to DL-AcctsPayable@novonordisk.com with the following format in the e-mail subject line (Vendor Name_Invoice #_PO #)

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Novo Nordisk Pharmaceutical Industries, Inc
3612 Powhatan Road
Clayton
NC 27527
USA
Tel. +1 919-550-2200
Fax +1 919-550-3670
<http://www.novonordisk.us>

Conditions of Purchase

1. **ENTIRE AGREEMENT:** This AGREEMENT embodies the entire AGREEMENT between BUYER and SELLER. In the event that an unexpired Master Services Agreement is in place between the Parties, the terms and conditions listed in the Master Services Agreement shall continue to govern. The parties shall not be bound by or liable for any statement, representation, promise or understanding not set forth herein. Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of this AGREEMENT has any effect on this AGREEMENT unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties in accordance with the Changes clause of this AGREEMENT.
2. **CHANGES:** BUYER, through its assigned Procurement Representative, may at any time direct, in writing, changes including, but not limited to, changes in any one or more of the following: (1) drawings or specifications; (2) additions to or deletions from quantities ordered; (3) delivery schedule; (4) method of shipment or packing; (5) place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the work or affects warranties and guarantees, an equitable adjustment may be made in the price or delivery schedule, and/or warranties and guarantees, and the AGREEMENT shall be modified by written Amendments or Revisions executed by authorized representatives.

Any claim by the SELLER for adjustment under this Changes clause must be asserted within thirty (30) days from the date of receipt by the SELLER of the notification of change. However, nothing in this clause shall excuse the SELLER from proceeding with the order or contract as changed.

If this AGREEMENT requires the BUYER to review and comment on SELLER's technical documents, SELLER shall assert any claims for adjustment which would result from implementation of BUYER's comments within thirty (30) days from the date of SELLER's receipt of such comments. No adjustments will be made hereunder unless BUYER, through its assigned Procurement Representative, confirms the change in writing.
3. **PRICE AND PAYMENT:** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of goods covered by this AGREEMENT, but shall include all charges and expenses in connection with the packing of the goods and their carriage to the DDP Clayton to the BUYER unless specifically excluded.

SELLER shall be paid, except as otherwise stated in this AGREEMENT, upon submission of proper invoices, the prices stipulated herein for goods delivered and accepted or services rendered and accepted; however, payment may be withheld or portions thereof may be deducted if in BUYER's reasonable opinion SELLER is not performing work in accordance with the provisions of this AGREEMENT or if proper set-offs in favor of BUYER in other transactions are asserted.

Payment terms are net forth-five (45) days subject to any limitations as provided elsewhere in this AGREEMENT. Invoices shall be mailed at the time of shipment and the payment due date, including any cash discount, offered by SELLER shall be computed from the date the goods or the invoice is received, whichever is later, and provided required certification documents are received by BUYER. The foregoing payment and cash discount periods shall be extended by the period of any delay caused by an error in the invoice or certification requiring correction.

Those provisions of this AGREEMENT that by their very nature survive final acceptance under the AGREEMENT shall remain in full force and effect after such acceptance and payment for the maximum time allowed by law. Invoices are paid on a weekly basis and such practice may result in minor deviations from payment terms otherwise cited herein.
4. **DELIVERY:** Timely performance and delivery in accordance with the schedule herein is essential to this AGREEMENT. However, SELLER will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable event which is beyond SELLER's reasonable control without SELLER's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, epidemics, war or riot are examples of events which will be excusable for being beyond SELLER's reasonable control, only upon fulfillment of the following conditions; (a) within seven days of the commencement of any excusable delay, SELLER shall provide BUYER with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof; and (b) within seven days of the cessation of the event causing delay, SELLER shall provide BUYER with written notice of actual delay incurred, upon receipt of which the date of promised delivery shall be extended to the time actually lost by reason of an excusable delay.
5. **TITLE AND RISK OF LOSS:** Except as otherwise provided herein, all goods furnished by SELLER hereunder shall become the property of BUYER upon payment therefore or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, SELLER shall be responsible for and shall bear any and all risk of loss or damage to the goods until delivery thereof in accordance with the delivery provisions of this AGREEMENT. Upon such delivery, risk of loss or damage shall pass to BUYER; provided however, that any loss or damage, whenever occurring, which results from SELLER's nonconforming packaging or crating shall be borne by SELLER.
6. **EXPEDITING:** The goods furnished under this AGREEMENT, including all warranty work, shall be subject to expediting by BUYER. BUYER's representatives shall be afforded free access during working hours to SELLER's plants, and SELLER agrees to procure a similar right for BUYER, for expediting purposes with respect to SELLER's subcontractors and vendors. As required by BUYER, SELLER shall supply schedules, progress reports and unpriced copies of SELLER's purchase orders and subcontracts for BUYER's use in expediting. SELLER shall notify BUYER in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in SELLER's schedule may be deemed to be reasonable grounds for insecurity in which event BUYER may demand in writing that SELLER provide adequate assurances that SELLER will perform on time.
7. **QUALITY STANDARDS:** SELLER shall comply with the standards of quality specified by this AGREEMENT in addition to those customary in the industry if no requirement is specified. BUYER's representative shall be afforded free access during working hours to plants of SELLER and its sub-suppliers in order to monitor compliance with quality requirements. BUYER's right to inspect, examine, and test the goods shall extend through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. SELLER's failure to adhere to the standards of quality required under this agreement shall be deemed to be reasonable grounds for insecurity. BUYER may demand in writing, that SELLER provide adequate assurances of SELLER's ability to meet said standards.

The goods shall not be deemed accepted until finally inspected by BUYER's representative at final destination. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of the goods shall in no way relieve the SELLER from his obligation to conform to all of the requirements of this AGREEMENT and shall in no way impair BUYER's right to reject or revoke acceptance of nonconforming goods, or to avail itself of any other remedies to which BUYER may be entitled, notwithstanding BUYER's knowledge of the nonconformity, its substantiality or the ease of its discovery.
8. **WARRANTIES-GUARANTEES:** SELLER warrants that the goods shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of this AGREEMENT, including process capability requirements, and to the applicable drawings issued for manufacture, shall be new and of the best quality, if no quality is specified, and shall be fit for the purposes intended. Unless the warranty period is otherwise extended, the conditions of which are provided elsewhere in this AGREEMENT, the following warranty shall apply: if, any time prior to one (1) year from the date of commercial operation of BUYER's facility, or eighteen (18) months from the date of delivery, whichever comes first, it appears that the goods, or any part thereof, do not conform to these warranties or to the specifications, and BUYER so notifies SELLER within a reasonable time after its discovery, SELLER shall promptly correct such nonconformity to the satisfaction of the BUYER, at SELLER's sole expense; failing which BUYER may reject or revoke acceptance, and cover by making any reasonable purchase of goods in substitution for those rejected and the SELLER will be liable to the BUYER for any excess costs for such similar goods or service; or BUYER may proceed to correct SELLER's nonconforming work by the most expeditious means available, the costs of which shall be for SELLER's account; or BUYER may retain the nonconforming goods and an equitable adjustment reducing the order price to reflect the diminished value of such nonconforming goods will be made by written Revision. SELLER's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages, such as removal, inspection, costs of return or warehousing. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFIT, LOSS OF USE OR PRODUCTION, AND COSTS OF CAPITAL. NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. This Article shall have no effect upon, nor shall it limit SELLER's obligations to indemnify BUYER under this AGREEMENT.
9. **INFRINGEMENT:** SELLER shall, at its own expense, hold harmless and defend BUYER under this AGREEMENT, against any claim, suit, or proceeding brought against BUYER which is based upon a claim, whether rightful or otherwise, that any equipment, process or material, or any part thereof, furnished by SELLER under this AGREEMENT, constitutes an infringement of any patent or copyright and SELLER shall pay all damages and costs awarded against BUYER, resulting therefrom. In case said equipment, process, or material, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, the SELLER shall, at its own expense, subject to the following provisions, either procure for the BUYER an irrevocable, royalty-free license to continue using such equipment, process or material, or with BUYER's prior written approval, replace same with substantially equal but noninfringing equipment or modify it so it becomes noninfringing, provided that no such replacement or modification shall in any way amend or relieve SELLER of its warranties and guarantees set forth in this AGREEMENT.

The preceding paragraph shall not apply to any equipment, or any part thereof, manufactured to BUYER's detailed design. As to such equipment or part, the SELLER assumes no liability whatsoever for patent infringement.

This indemnity is given upon the condition that BUYER shall promptly notify SELLER of any claim or suit or proceeding involving BUYER in which such infringement is alleged, and BUYER shall permit SELLER to control the defense of any such allegation of infringement, and BUYER shall render such reasonable assistance at SELLER's cost in the defense thereof as SELLER may request and require. SELLER shall not settle or compromise any such allegation of infringement without the prior written approval of BUYER, which approval shall not be unreasonably withheld.

Notwithstanding any proprietary legends or copyright notices to the contrary, BUYER may copy or reproduce documents and information furnished by SELLER in connection with SELLER's proposal and with this AGREEMENT and distribute such copies or reproduction to others for the limited purposes of designing, constructing, operating, maintaining or licensing BUYER's project. SELLER is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend BUYER against any and all claims, suits or proceedings based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by BUYER.
10. **COMPLIANCE:** SELLER warrants and certifies that all goods and services sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which goods are subject. Without limiting the foregoing, SELLER agrees to comply with the following as applicable, which are incorporated by reference: Executive Order 11246, as amended and including regulations relating to elimination of segregated facilities (33 Fed. Reg. 7804); The Rehabilitation Act of 1973, as amended; The Vietnam-Era Veteran Readjustment Assistance Act of 1974, as amended; Public Law 95-507 pertaining to small business and small disadvantaged business; Executive Order 12138 pertaining to women-owned business, and Executive Order 13201 pertaining to employee rights concerning payment of union dues or fees. In addition Seller certifies that it is not on the EPA list of facilities violating the Clean Air Act or the Federal Water Pollution Control Act. Seller shall execute and deliver to BUYER any documents as may be required to effect or to evidence such compliance.
11. **ASSIGNMENT:** Any assignment of this AGREEMENT or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of BUYER shall be void. Upon ten days written notice to BUYER, SELLER may assign monies due or to become due under this AGREEMENT, provided that any assignment of monies shall be subject to proper set-offs in favor of BUYER and any deductions provided for in this AGREEMENT.
12. **SUSPENSION:** Notwithstanding any other provisions of this AGREEMENT, BUYER may suspend, or extend the time for SELLER's performance at any time and from time to time upon ten (10) days prior written notice of such suspension or extension. Thereafter, SELLER shall resume performance as directed by BUYER. In the event of such suspension or extension, SELLER shall

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be entitled to reimbursement for additional costs reasonably and necessarily incurred by SELLER in effecting such suspension or extension period, to the extent that such additional costs are actually incurred, if claimed within thirty (30) days after resuming or extending such performance.

13. **TERMINATION FOR CONVENIENCE:** SELLER's performance of work under this AGREEMENT may be terminated by the BUYER in accordance with this clause in whole, or from time to time in part whenever the BUYER may elect. Any such termination shall be affected by delivery to the SELLER of a Notice of Termination specifying the extent to which performance of work under the agreement is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, SELLER shall, unless the notice requires otherwise: (1) immediately discontinue work on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to BUYER of all orders to sub-suppliers or assign those orders to BUYER; (4) assist BUYER upon request in the maintenance, protection, and disposition of property acquired by BUYER under this AGREEMENT.

If claimed in writing within thirty (30) days after Notice of Termination, the BUYER will pay to SELLER an equitable adjustment to include: (1) all amounts due and not previously paid to SELLER for the goods completed in accordance with this AGREEMENT prior to such Notice, and for work thereafter completed as specified in such Notice; (2) a reasonable amount for any goods and materials then in production; provided that no such adjustment be made in favor of SELLER with respect to any goods which are SELLER's standard stock; (3) costs of settling and paying claims arising out of the cancelled orders; and (4) a reasonable profit for costs incurred in the performance of the work terminated. Provided, however, that if it appears that the SELLER would have sustained a loss on the entire AGREEMENT had it been completed, no profit shall be included.

The total sum to be paid to the Seller under this clause, exclusive of settlement costs, shall not exceed the total order price as reduced by the amount of payments otherwise made and as further reduced by the order price of work not terminated, and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which the SELLER agrees to waive.

14. **TERMINATION FOR DEFAULT:** The BUYER may terminate the whole or any part of the SELLER's performance of work under this AGREEMENT in any one of the following circumstances; (1) if SELLER

fails to demonstrate progress, including delivery of documents for review, consistent with schedules established as part of this AGREEMENT, (2) if the SELLER fails to make delivery of the goods or to perform within the time specified herein or any extension thereof; or (3) if the SELLER delivers nonconforming goods; or (4) if the SELLER fails to perform any of the other provisions of this AGREEMENT in accordance with its terms or so fails to make progress as to, in BUYER'S opinion, endanger performance of this AGREEMENT. In the event of any such failure, BUYER will provide SELLER with written notice of the nature of the failure and BUYER's intention to terminate for default. In the event SELLER does not cure such failure within 10 days of such notice, BUYER will provide SELLER with a written Notice of Default. In the event the BUYER terminates this AGREEMENT in whole or in part as provided in this clause, the BUYER may procure, upon such terms and in such manner as the BUYER may deem appropriate, goods or services similar to those so terminated and the SELLER shall be liable to the BUYER for any excess costs for such similar goods or services; provided, that the SELLER shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

SELLER agrees to assist BUYER in the event that repurchase action is necessary as a result of default, by co-operation in the transfer of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by BUYER.

If, after Notice of Termination of this AGREEMENT, it is determined for any reason that the SELLER was not in default under the provisions of this clause, or that the default was excusable under the provisions of this AGREEMENT, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience clause.

15. **NON-WAIVER:** Failure by BUYER to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify SELLER in the event of breach, or the acceptance of or payment for any goods hereunder, or review of design, shall not release SELLER from any of the warranties or obligations of this AGREEMENT and shall not be deemed a waiver of any right of BUYER to insist upon strict performance hereof or any of its rights or remedies as to any such goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this AGREEMENT by BUYER operate as a waiver of any of the terms hereof. A requirement that a SELLER furnished document is to be submitted for or subject to "Authorization to Proceed," "Approval," "Acceptance," "Review," "Comment," or any combinations of such words or words of like import shall mean unless the AGREEMENT clearly indicated otherwise, that the SELLER shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests or construction methods or materials developed or selected by SELLER and shall not relieve SELLER from full compliance with requirements of this AGREEMENT.
16. **APPLICABLE LAW:** This AGREEMENT shall be construed in accordance with and governed by the laws of the state of the purchaser designated on this order and, where applicable, by said states and, where applicable, by the provisions of the Uniform Commercial Code as adopted in the state of the purchaser, and not the Convention for the International Sale of Goods.
17. **INSURANCE AND INDEMNIFICATION:** SELLER shall indemnify and save harmless BUYER, its employees and agents from all loss, costs, damages and expense occasioned in any way by the acts or omissions of SELLER, or SELLER's agents, employees or subcontractors, their agents or employees, excepting only property damage, bodily injury or death caused by the sole negligence of BUYER, its agents or employees.

SELLER shall maintain such insurance, including insurance of the contractual liability assumed above, as will protect it from claims under Workmen's Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection with the said work.

Such insurance shall be in at least the following amounts:

- A. **Workmen's Compensation:**
Limits - Statutory and \$500,000 Employer's Liability
- B. **Workmen's Compensation:**
Comprehensive General Public Liability including contractual coverage*:
- C. **Comprehensive Automobile (including trucks) Liability: (owned, hired, and non-owned)**
Limits - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

*PLEASE NOTE: It is essential that all Comprehensive General Liability insurance be endorsed specifically to cover the contractual liability stated above which you have assumed in your contract with.

18. **DRUG AND WEAPONS POLICY:** The SELLER acknowledges and agrees to advise its employees, agents and subcontractors that it is the policy of BUYER: (1) to prohibit the use, possession, sale, and distribution of alcohol, illegal drugs, or other controlled substances on its premises; and (2) to prohibit the presence on BUYER's property of employees of a seller, contractor, subcontractor or agent who has such substances in his/her body for nonmedical reasons. Entry onto BUYER's property constitutes consent to an inspection of the employees of the seller, contractor, subcontractor or agent, including vehicles, and personal effect when entering, while on, or upon leaving BUYER's property. Any employee of a seller, contractor, subcontractor or agent who is found in violation of this policy will be removed and barred from BUYER's property.

SELLER further agrees that when one of its employees, agents, or an employee of a subcontractor, while on BUYER's property, has a performance deviation, abnormal incident, or unusual behavior which is suspected to be the result of drug or alcohol abuse, this employee will be asked to leave the premises upon the arrival of his immediate supervisor who will accompany the employee from BUYER's property.

An employee or agent of the SELLER or its subcontractor suspected to be under the influence of alcohol or drugs will not be readmitted to BUYER's site until any medically recognized test confirms no drug or alcohol impairment for that employee is certified by an approved laboratory, at SELLER's expense, and such negative results transmitted to the BUYER's Representative. SELLER's employees, subcontractors and agents who test positive for alcohol or other drugs in a test administered by a qualified laboratory on samples taken immediately after leaving BUYER's site, will not be permitted reentry to BUYER's property.

All of SELLER's employees, agents and subcontractors presently working on BUYER's property or used on BUYER jobs in the future are to be immediately notified of this policy. Any agents or subcontractors under contract to SELLER must also be notified of BUYER's policy.

SELLER agrees that any disciplinary actions or other employment decisions affecting SELLER's employees, subcontractors, agents and applicants that arise in any way out of matters related to this Drug Policy are the sole responsibility of the SELLER. BUYER agrees to maintain the confidentiality of test results and to use said results solely in connection with its decisions as to whether to permit a SELLER employee, subcontractor or agent to enter or remain on BUYER's property. SELLER agrees to maintain the confidentiality of any information gained or exchanged from or during the implementation of this policy.

No firearms of any type, explosives, or fireworks may be possessed on BUYER's property by any person, whether on person, vehicle, or any other manner. In the event that BUYER requires special services as it pertains to this Weapons Policy Article, the BUYER Site President, or whoever designated in writing by the BUYER Site President, may issue written authorization to permit an exception. Any attempt by the employee(s) of SELLER or its subcontractor(s) to violate this Weapons Policy Article, may result in, but not be limited to, the immediate removal from BUYER's property of the offending employee(s); immediate termination of this AGREEMENT; and Seller's payment of all damages as a result of breaching the Weapons Policy Article.

19. **Social, Environmental and ethical standards:**

Novo Nordisk A/S and its affiliates expect SELLER to adhere to Novo Nordisk Responsible Sourcing Standards for Business Partners or to initiate dialogue and engage with buyer if compliance with them cannot be achieved. The standards concern general compliance with laws and regulations, health safety, labour practices, ethics, environment and sub-suppliers as set forth here:

<http://www.novonordisk.com/sustainability/Responsible-business-practices/responsible-sourcing.asp>

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