

## TERMS AND CONDITIONS OF SALE

### ACCEPTANCE AND GOVERNING PROVISIONS

The purchase order (“Purchase Order”) to which these Terms and Conditions are attached, made part of and incorporated by reference is not an acceptance of any offer to sell but is an offer to purchase by the Cell Marque purchasing entity identified on the first page of the Purchase Order (“Buyer”), which may be accepted by any seller of products (each, a “Seller”) only by expression of acceptance, including shipment hereunder. Upon acceptance, the Purchase Order and these Terms and Conditions of sale shall be governed solely by the terms and conditions of any master agreement between the Buyer and the Seller and, where they are not inconsistent with such master agreement, the provisions of this offer to purchase. Where there is no master agreement between the Buyer and the Seller, the provisions of this offer to purchase shall constitute the entire agreement between the parties (except for any additional non-conflicting warranties given by Seller) superseding any and all previous communications and negotiations. Unless specifically agreed to in writing by Buyer, signed by duly authorized personnel of Buyer, no additional or different term or provision (except additional warranties given by Seller) of any quotation, acknowledgment, invoice or other form supplied by Seller shall become part of the contract notwithstanding Buyer’s failure to specifically object to such form or provision. The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the internal laws of: (a) if the Purchase Order is issued from the United States (as set forth on the Purchase Order), the State of California; (b) if the Purchase Order is issued from outside the United States (as set forth on the Purchase Order), the law of the jurisdiction from which the Purchase Order is issued, in each case excluding their provisions governing conflicts of laws; or (c) if a country-specific provision applicable to Seller is set forth in, or linked to, these Terms and Conditions, as provided for in such country-specific provision.

Buyer and Seller hereby exclude the application of the Vienna Convention on the International Sale of Goods of 11 April 1980, as enacted in any jurisdiction to which Buyer or Seller, or the transaction contemplated by the Purchase Order, may be subject.

Any dispute arising under the Purchase Order or these Terms and Conditions shall be subject to the exclusive jurisdiction of a court or tribunal of competent authority in (a) the State of California, if California is the jurisdiction of governing law. Any dispute arising under the Purchase Order or these Terms and Conditions shall be subject to the exclusive jurisdiction of a court or tribunal of competent authority in such state where the Purchase Order was placed.

### DOCUMENTS AND PAYMENT

Seller shall prepare a separate invoice for each Purchase Order showing for the products being sold (“Product” or “Products”) cash discount terms, point of shipment, country of manufacture (country of origin) and transportation charges, if applicable. No drafts will be accepted by Buyer; all purchases are on open account to be paid by Buyer’s check or by electronic funds transfer. Buyer’s Purchase Order number, appearing on the face side hereof, must be shown on all packing lists, containers, invoices and correspondence relating to the order. All applicable supplemental documents or invoices shall be surrendered promptly by Seller at Buyer’s request. Buyer shall always be entitled to the lowest prevailing price offered to any other buyer by Seller. If price is omitted on the Purchase Order, it is agreed that Seller’s price will be the lowest prevailing price then in effect and in no event is this order

to be filled at a higher price than was last previously quoted or charged by Seller to any other buyer without Buyer's written consent. The foregoing "most favored nation" clause shall be considered a material term of the Purchase Order or any master agreement to which these Terms and Conditions may apply. Seller shall promptly invoice Buyer for all Products delivered hereunder, and Buyer shall pay all invoices as per the terms defined in the purchase order.

## **DELIVERY, DELAY AND ANTICIPATION**

Seller is to include with each shipment all necessary documents to ensure prompt delivery to Buyer. Seller shall deliver the goods, in the quantities and within the time or times in accordance with the specifications (and any sample or model approved by Buyer) at the prices specified on the face side hereof or in any document attached hereto or referred to herein. Seller will credit Buyer five percent (5%) of the total shipment cost for each week Product does not arrive at Buyer's or Buyer's customer's dock or such place as may be specified in the Purchase Order (such amount agreed to represent a good faith and reasonable estimate of liquidated damages to be incurred by Buyer in such a case, and not intended as a penalty) and Seller shall indemnify Buyer from and against any and all additional charges incurred by Buyer as a result of procuring the Product(s) elsewhere, including, without limitations, costs over and above the price set forth herein, additional freight charges, demurrage and any other charges. Failure of Seller to comply with the foregoing requirements shall entitle Buyer, in addition to any other rights or remedies, to cancel this order by written notice and be relieved of all liability for any undelivered portion which will be without prejudice to Buyer's rights under applicable law. Partial deliveries will be paid by Buyer only after Seller's obligation to deliver has been met in full. Any failure by the Buyer to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments unless so set out in writing. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer's delivery schedule and Buyer will not be liable for any costs incurred in that regard. Goods received in advance of Buyer's delivery schedule may, at Buyer's option and without waiver of any other rights, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date.

## **SHIPPING, RISK OF LOSS, AND REGULATORY REQUIREMENTS**

All goods shall be suitably packed, marked, labeled and shipped in accordance with shipping instructions of Buyer and otherwise in accordance with the requirements of common carriers so as to incur the lowest transportation cost. All deliveries, risk of loss and passage of title to the Product by the Seller to the Buyer hereunder if not specified in the Purchase Order or in these Terms and Conditions shall be made FCA (as defined in the Incoterms of the International Chamber of Commerce (Revision 2010)) Rocklin, CA and shipped to such location as is designated by the Buyer in the shipping provisions of the applicable Purchase Order provided by the Buyer to the Seller. Seller agrees to comply with all state, federal and international shipping regulations regarding the shipping of containers and labeling. Buyer shall have the right to route all shipments. Routing specified may not be changed without the Buyer's written permission. No charge shall be made to Buyer for packing, boxing or cartage unless separately itemized on the face hereof and previously agreed to by Buyer; but the Seller shall be liable to the Buyer for any loss or damage resulting from the Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation

from the specified route, non-compliance with other shipping instructions, or improper description of the shipment in shipping documents or any non-compliance that was not specifically authorized by the Buyer in writing shall be the Seller's responsibility. The Buyer and the Seller shall assist each other in procuring all documents and other information required to ship items ordered hereunder or necessary for the prosecution of claims against carriers arising out of any such shipment. In the event of any conflict of meaning among a Purchase Order, these terms and conditions, and the Incoterms (2010 Revision), the conflict shall be resolved by the following order of precedence, to the minimum extent necessary to resolve the conflict: (1) Purchase Order; (2) these Terms and Conditions; (3) Incoterms (Revision 2010).

Buyer requires its non-U.S.-based shippers to provide all documentation required for entry into the United States to the foreign freight consolidator, carrier, issuing bank or directly to Buyer prior to exportation. Because of requirements and regulations for various United States government agencies, the types of documentation may vary and may include additional declarations or statements that are not contained in the following list. The foreign shipper (the Seller) is to contact the Import Trade Compliance Team at Buyer or Buyer's affiliate ([importinfo@sial.com](mailto:importinfo@sial.com)) if it has questions regarding the type of documentation required for entry into the United States. In general, the following documentation is required:

1. Commercial Invoice
2. Packing List
3. Air Waybill or Bill of Lading
4. Other United States government agency documentation and declarations, such as the Food and Drug Administration, Fish and Wildlife, Department of Transportation, and Environmental Protection Agency.

On January 26, 2009, the Department of Homeland Security implemented the final rule requiring the Importer Security Filing (ISF or "10+2") on all ocean shipments inbound to the United States. The importer is now responsible to ensure that the additional ten data elements are filed with U.S. Customs for each shipment. The ISF declaration must be filed with U.S. Customs at least twenty-four (24) hours prior to loading. The required data elements are as follows:

1. Manufacturer (or supplier) name and address
2. Seller name and address
3. Buyer name and address
4. Ship to name and address
5. Container stuffing location
6. Consolidator (stuffer) name and address
7. Importer of record number
8. Consignee number
9. Country of origin
10. Commodity harmonized tariff number (HTS-6)

Buyer requires its foreign vendors to provide to the dedicated Buyer freight forwarder or ISF filer, all documentation (data elements) required prior to dispatch of the material requested on the purchase order. At a minimum, the vendor shall provide the following data elements to the forwarder or ISF filer:

1. Manufacturer (or supplier) name and address
2. Seller name and address
3. Container stuffing location
4. Consolidator (stuffer) name and address
5. Country of Origin
6. Commodity harmonized tariff number (HTS-6)

The above data elements must be provided to the Buyer dedicated forwarder or filer prior to material being turned over to the carrier for any ocean freight shipment. Buyer expects that its foreign shippers will immediately work towards implementing the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) "Minimum-Security Criteria for C-TPAT", and strive towards implementing "C-TPAT Best Practices," consistent with C-TPAT Supply Chain Security Criteria via the below websites. Upon any updates or improvements to our Supply Chain Security Procedures foreign shippers will immediately notify Buyer in writing

## INSPECTION

All goods purchased hereunder shall be subject to inspection and testing at the discretion of the Buyer at any reasonable time and from time to time before, during or after manufacture or delivery. Notwithstanding any payment that may be made, no goods are to be deemed accepted until Buyer has had a reasonable opportunity to inspect and test them. Any goods which may be defective, show physical signs of damage, or are not in accordance with specifications, including, but not limited to, quantity or performance, may be rejected by the Buyer. The Buyer's right to reject or exercise of such right shall not be deemed to limit or exclude other remedies it may have under a Purchase Order, these Terms and Conditions, or otherwise.

## WARRANTIES

In addition to its standard warranty, Seller warrants that all Products supplied hereunder shall:

- a. be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller, including, without limitation, as to any intellectual property of Seller or any third party contained in such Products;
- b. be free from any defects in design, material or workmanship and of good and merchantable quality;
- c. conform to the Buyer's specifications and any samples approved by the Buyer, as the case may be, and be of merchantable quality and fit for the known purposes for which purchased hereunder; and

- d. comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders.

The foregoing warranties shall survive inspection, delivery and payment. If any such goods shall be found to be unsatisfactory, defective or inferior in quality, or not to conform to the Buyer's specifications or any other requirements hereof (including the Seller's warranties), the Buyer may, at its option, retain such goods at an adjusted price, hold such goods at Seller's risk and expense pending Seller's specific instructions, or return them to Seller for replacement, credit or refund, as Buyer shall direct. Buyer shall be reimbursed by Seller for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods, and Seller shall assume all risk of loss or damage in transit to goods returned by Buyer pursuant hereto.

#### **FAIR LABOR STANDARDS CERTIFICATE, EQUAL OPPORTUNITY (APPLICABLE TO U. S. SELLERS ONLY)**

If the Seller is incorporated in or maintains its principal place of business in the United States, the Seller hereby certifies that all goods furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of Wages and Hours Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such goods. The Seller certifies that it is in compliance with Executive Order 11246, as amended, and the rules, regulations and orders issued thereunder, including, without limitation, where applicable, provisions regarding non-segregated facilities for its employees, written affirmative action compliance programs and filing of Standard Form 100 (EEO-1), and Seller agrees that the equal opportunity clause therein is incorporated herein by reference. Seller certifies that it is in compliance with 29 U.S.C. §793 (Section 503 of the Rehabilitation Act of 1973), relating to employment of qualified handicapped individuals and 38 U.S.C. §2012 (Section 402 of the Vietnam Era Veterans Readjustment Act of 1974), relating to employment of disabled and Vietnam era veterans, and the rules, regulations and orders issued thereunder, and agrees that where applicable, the affirmative action clauses therein are incorporated herein by reference. The Seller certifies that it is in compliance with Executive Orders 11625 and 12138, as amended, relating to minority and women's business enterprises, and the rules, regulations and orders issued thereunder, and agrees that any applicable contract clauses therein are incorporated herein by reference.

In the event the sub-contract/purchase order is **\$10,000** or more:

This contractor and sub-contractor shall abide by the requirements of 41 CFR60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified individuals with disabilities.

In the event the sub-contract/purchase order is **\$100,000** or more:

This contractor and sub-contractor shall abide by the requirements of 41 CFR60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and sub-contractors to employ and advance in employment qualified protected veterans.

## **OSHA CERTIFICATION (APPLICABLE TO U. S. SELLERS ONLY)**

If the Seller is incorporated in or maintains its principal place of business in the United States, Seller, in accepting Buyer's order, certifies it is in compliance with the Occupational Safety and Health Standards Act of 1970 (OSHA) and the orders, rules and regulations issued pursuant thereto as in effect on the date of such acceptance. The Seller agrees to perform the work in accordance with safety rules of the Buyer and applicable safety laws and regulations whenever the Seller is on the Buyer's premises.

## **COMPLIANCE WITH LAWS AND REGULATIONS (APPLICABLE TO NON-U.S. SELLERS ONLY)**

If the Seller is incorporated or maintains its principal place of business outside the United States, the Seller represents, warrants and covenants that it shall comply with all applicable laws and regulations of its place of incorporation, principal place of business and local office referenced in any Purchase Order relating to employment of workers, non-discrimination in employment, and workplace safety. The Seller agrees to comply with any policies relating to the foregoing which the Buyer puts in place and of which the Buyer notifies the Seller.

## **PURCHASE ORDER MODIFICATIONS; NOTIFICATION**

Seller may not make any substitutions or changes to the Products or services as ordered, the manufacturing process or the packaging materials without the Buyer's prior written approval. The Seller will notify the Buyer in writing of any requested changes at least ninety (90) days prior to the requested changes.

## **SUPPLY FAILURE**

In the event that the Seller is or will be unable, for any reason (including an event of force majeure, as defined below), to supply the Product in accordance with the quantities and/or delivery dates mutually agreed upon, the Supplier shall promptly notify the Buyer in writing. If such failure to supply will continue or does continue for a period longer than the Buyer will accept after the delivery date agreed to by the Buyer and Seller, and the Seller is unable in its then current facility to manufacture the Product, the Buyer may thereafter, at its sole discretion, upon written notice to the Seller and without relinquishing other rights either, (i) require the Seller to supply the undelivered Product at a future date agreed upon by the Parties in writing; or (ii) cancel, without compensation, charge or penalty, the order for the undelivered Product; or (iii) manufacture or have manufactured by a third party, that quantity of Product required by Buyer which Seller is unable to supply. In the event that the supply failure results in an additional expense to the Buyer, the Seller agrees to reimburse the Buyer the difference of the cost.

## FORCE MAJEURE

Neither party will be liable to the other for failure to perform under the Purchase Order if prevented from doing so because of an act of God, fire, flood, explosion, civil disturbance, act of terrorism or war, interference by civil or military authority, accident, strike, labor dispute or shortage, illegality under any governmental law, rule or regulation or for other similar causes beyond the reasonable control of the non-performing party (each such event, an event of "Force Majeure"). The affected party in such events will promptly give written notice to the other party and thereafter will provide periodic updates of the ongoing event, using reasonable efforts to overcome or mitigate the effect of the Force Majeure event. If such Force Majeure event prevents or will prevent performance of a material provision of the Purchase Order by one party for more than ninety (90) days, then the other party may terminate this agreement effective thirty (30) days after delivery of written notice to the nonconforming party. In the event the Buyer is forced to purchase Product from another supplier because Product is unavailable then the volume purchased shall be deducted from the committed quantity. If the Product is procured at a higher cost, the Seller shall reimburse the difference to the Buyer. The Buyer may delay delivery or acceptance of goods or services affected by a Force Majeure event by notice to the Seller, in which case the Seller will hold the affected goods or services at the direction of the Buyer until the cause of the delay has been removed.

## CANCELLATION BY BUYER

Buyer shall have the right to cancel any Purchase Order by written notice to Seller without cause, and the Buyer's liability for cancellation of the Purchase Order without cause shall be limited to the Seller's actual cost for work and materials applicable solely to that Purchase Order which shall have been expended when notice of cancellation shall be received by the Seller. Buyer may, at its option, cancel any Purchase Order by written notice to the Seller without liability to the Seller (except for conforming shipments previously accepted by the Buyer) in the event Seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligations hereunder.

## PERFORMANCE OF SERVICES

Seller will perform services per the Purchase Order (time being of the essence). The Seller will provide the Buyer immediate written notice if performance is not possible per the Purchase Order and indicate an acceptable performance date that has to be agreed to by the Buyer. If the services are not performed within the specified time, Buyer reserves the option to accept early or late performance or to cancel the Purchase Order in whole or in part, without cost to Buyer and without prejudice to Buyer's right to charge Seller with any costs, losses or damages of any kind incurred as a result of Seller's untimely performance. If services are performed in advance of schedule, Buyer reserves the option, without waiver of any other rights, to withhold payment until the scheduled performance date.

Seller agrees that all work performed under this Purchase Order will be done as an independent contractor and that persons doing such work will not be considered employees of the Buyer. Seller will indemnify, save harmless and defend the Buyer from any and all claims or liabilities arising out of such work and/or any claims made by any employees or former employees of the Seller that their

employment should transfer to Buyer or any replacement service provider as a result of the full or partial termination of any Purchase Order or the full or partial transfer of services to a new service provider. Seller will take all necessary precautions to prevent injury or damage to person or property when Seller or any agent of the Seller is performing work on Buyer's or Buyer's customer's premises. Seller will maintain all such liability and insurance coverage with a reputable insurer to hold Buyer harmless from any claims or risks arising from Seller's performance under the Purchase Order and shall indemnify and hold harmless the Buyer from and against all such claims and risks. Upon Buyer's request, Seller will furnish documentation of such insurance coverage acceptable to Buyer.

## INSURANCE

Prior to the effective date of this agreement, the Seller agrees to furnish the Buyer with a certificate of insurance evidencing general liability including public liability, bodily injury, product liability, contract liability, and property damage; automobile liability; and employer's liability or statutory worker's compensation insurance. The Seller will name the Buyer as additional insured as respects to general liability with minimum limits as follows: U.S.\$5,000,000 /(U.S.D Five Million) per occurrence / U.S.\$5,000,000/ (U.S.D Five Million) aggregate (or the equivalent in local currency at the then prevailing exchange rate). Automobile Liability and Employers Liability must be at least U.S.\$1,000,000 /(U.S.D One Million) per occurrence / U.S.\$2,000,000/ (U.S.D Two Million) aggregate (or the equivalent).

## INSPECTION AND REJECTION OF SERVICES

Services purchased hereunder will be on an "approval" basis only and are subject to the Buyer's reasonable inspection and possible rejection. Buyer may reject services not conforming to the order or to the Seller's representations or warranties, expressed or implied. The Seller agrees to refund to the Buyer any previous payments made by the Buyer for subsequently rejected services. Such refund will be made within twenty (20) days following the Seller's notification of rejection unless the Buyer elects to require the Seller to promptly remedy the service defect. Failure by the Buyer to inspect and accept or reject services will not relieve the Seller from responsibility for defective or nonconforming services or constitute a waiver of any the Buyer rights and remedies under any Purchase Order.

## INDEMNIFICATION AGAINST CLAIMS

Seller agrees to protect, defend, indemnify and hold the Buyer harmless from all claims, losses, damages, and expenses, which may be asserted against or be incurred by Buyer whether direct or indirect, foreseeable or unforeseeable, to the extent permitted by the law governing this Purchase Order, including those resulting from injuries to any person or damage to any property, caused in any manner by any act or failure to act of the Seller in connection with the furnishing of the goods covered by any Purchase Order, or because of any imperfection or defect in said goods, or based upon any theory of product liability or strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report, or other technical bulletin as is furnished or utilized by the Buyer, or because of the failure of such goods to be produced in compliance with the applicable requirements of such Purchase Order.



## TAXES

Buyer shall not be liable for any taxes, duties, customs, or assessments in connection with the purchase and/or delivery of Products ordered hereunder, except such as are expressly set forth on the face hereof or required by the law and appurtenant regulations governing this Purchase Order.

## INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

Seller agrees to defend and hold harmless the Buyer, at the Seller's sole cost and expense, from all claims, demands and actions which may be asserted against the Buyer, its successors, assigns and customers (whether direct or indirect) based on any and all alleged patent, trademark, copyright, trade secret or other intellectual property right infringement resulting from the purchase, use or resale of Products covered by this Purchase Order, and to indemnify and hold Buyer harmless against all costs, expenses (including attorneys' fees), and judgments related to such claims, demands and actions.

## PUBLICITY

The Seller agrees it will not, without the prior written consent of the Buyer, use in advertising, publicly or otherwise, the name, trademark, logo, symbol or other image of the Buyer.

## CONFIDENTIALITY

**"Confidential Information"** means any information of a party (**"Disclosing Party"**) that (i) is not, as a whole or in the precise configuration and assembly of its components, generally known among or readily accessible to the public, including Persons that normally deal with the kind of information in question; (ii) has actual or potential commercial value because of its confidential or secret nature; (iii) Disclosing Party has taken reasonable steps under the circumstances to keep confidential or secret; and (iv) is furnished before or after the Effective Date by or on behalf of the Disclosing Party to the other party (**"Receiving Party"**), whether such information is or has been conveyed verbally or in writing or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party, including, but not limited to, trade secrets and technical, financial or business information, data, ideas, concepts or know-how.

Each Receiving Party agrees to safeguard the Disclosing Party's Confidential Information from disclosure to anyone other than as expressly permitted hereby and, at a minimum, to use efforts commensurate with those that Receiving Party employs for protecting the confidentiality of its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall not: (i) use Disclosing Party's Confidential Information for any purpose other than for the purpose of exercising its rights or of performing its obligations under this Agreement; or (ii) copy or otherwise reproduce the Disclosing Party's Confidential Information, or disclose, disseminate or otherwise communicate in whole or in part the Disclosing Party's Confidential Information to any third party, provided that any disclosure of the Disclosing Party's Confidential Information may be made to the

officers, directors, agents, employees or other representatives of the Receiving Party who need to know such Confidential Information for the purposes of exercising the Receiving Party's rights or of performing the Receiving Party's obligations under this Agreement, who have been informed of the confidential nature of the Disclosing Party's Confidential Information and who undertake to treat the Disclosing Party's Confidential Information in accordance with the provisions of this Section.

Notwithstanding anything to the contrary herein, the following will not constitute "**Confidential Information**" for the purposes of this Agreement: (i) Disclosing Party's information that the Receiving Party can show, by documented and competent evidence, was known by it prior to the disclosure thereof by Disclosing Party to it or its representatives; or (ii) Disclosing Party's information that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the Receiving Party or its representatives in breach of this Agreement; or (iii) Disclosing Party's information that is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information to the Receiving Party; or (iv) Disclosing Party's information that the Receiving Party can show, by documented and competent evidence, to have been developed independently by the Receiving Party without using the information; or (v) Disclosing Party's information for which the Disclosing Party has authorized in writing the unrestricted disclosure.

Notwithstanding the foregoing, a Receiving Party shall not be deemed to be in violation of this **Section 21** if it discloses Confidential Information pursuant to the lawful subpoena or order of a competent judicial, legislative or administrative authority, provided that the Receiving Party gives immediate written notification to the Disclosing Party of such subpoena or order so as to allow the Disclosing Party to seek a protective order or other appropriate remedy and provided, further, that in the event that such protective order or other remedy is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information which is legally required and to exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such information. A disclosure of Confidential Information pursuant to this clause of Section 21 shall not be deemed to have stripped the information so disclosed of its character as Confidential Information.

## SUPPLIER CODE OF CONDUCT

Seller shall follow the Supplier Code of Conduct available upon request.

## CONFLICT MINERALS

Seller shall not provide any tantalum, tin, tungsten or gold (the "minerals") mined from Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic (the "covered countries") that contribute to armed conflict or human rights abuses. Upon request, Sellers shall provide country of origin information for the minerals.

If the Buyer has reason to believe the minerals originated in the covered countries and contribute to armed conflict or human rights abuses, the Buyer may evaluate other sources of supply to determine whether to discontinue such procurement activity with said Seller.