



**TAKEDA PHARMACEUTICAL COMPANY LIMITED
TERMS AND CONDITIONS 15 APRIL 2016**

1. **PURPOSE AND SCOPE.** These terms and conditions ("Terms and Conditions") apply to all commercial transactions for the purchase of goods and/or services by Takeda Pharmaceutical Company Limited or its affiliate (the "Buyer") from the supplier or service provider ("Seller") identified under a purchase order or similar written request for the purchase and sale of such goods and/or services ("Purchase Order"). These Terms and Conditions and the Purchase Order shall constitute the "Order." In the event Buyer and Seller have entered into a services agreement or other agreement such as a purchase or supply agreement, as amended or supplemented from time to time, prior to or apart from this Order that governs the provision of the same goods or services covered by this Order, then the purchase of such goods or services shall be governed by this Order and such agreement; provided, however, if there is a conflict between the terms of this Order and such agreement, the terms of such agreement shall prevail and/or supersede. Any additional or different terms applicable to this Order may be specified on the face of the Purchase Order or in an exhibit hereto, and in the event of a conflict shall take precedence over these Terms and Conditions.

2. **ACCEPTANCE.** The first to occur of Seller's acceptance of this Order or shipment of goods or commencement of services pursuant to this Order, shall constitute Seller's agreement to the terms and conditions set forth in this Order. **NO OTHER TERMS, WHETHER OR NOT CONTAINED IN ANY PROPOSAL, QUOTATION, BID, ESTIMATE, ACKNOWLEDGMENT, CONFIRMATION OR INVOICE GIVEN BY SELLER, SHALL IN ANY WAY SUPPLEMENT, MODIFY OR SUPERSEDE ANY OF THE TERMS OF THIS ORDER OR OTHERWISE BE BINDING ON BUYER, AND BUYER HEREBY EXPLICITLY REJECTS ALL SUCH OTHER TERMS.** If a purchase order, proposal or other correspondence provided by Seller to Buyer contains terms and conditions proposed by Seller, Buyer's acceptance of any such purchase order, proposal or correspondence shall not be construed as assent to any of the terms and conditions contained therein. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of the terms and conditions contained in this Order, notwithstanding such additional or different terms and regardless of any statement to the contrary in Seller's forms, unless an authorized officer of Buyer specifically agrees in writing (or through overt reference specifically incorporating Seller's terms on this Order) to such terms and conditions on Seller's forms. This Order is only an offer to enter into a contract for the specified goods and/or services. Buyer may revoke, amend or modify this offer at any time prior to Seller's acceptance at no cost or penalty to Buyer.

3. **CHANGES.** Buyer reserves the right at any time to make changes to this Order by written notice to Seller. Such changes include but are not limited to changes in specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If such changes affect the compensation due or time required for performance, an equitable adjustment shall be made to the price or delivery schedule, or both. Any claim by Seller for adjustment must be asserted in writing within ten (10) business days from the date of receipt of Buyer's amendment to this Order. Seller agrees to accept any such changes subject to this paragraph. Seller shall not make any changes to this Order without Buyer's prior written acceptance.

4. **INSPECTION AND RIGHT OF REJECTION.** Payment for goods and/or services delivered hereunder shall not constitute acceptance thereof. All goods and/or services covered by this Order shall be subject to final inspection and approval by Buyer after delivery or completion, notwithstanding any prior payment. Buyer reserves the right to reject and return to Seller, at Seller's expense, goods (a) delivered in excess of the quantity ordered, or (b) which do not conform to the warranties set forth herein. Buyer's failure to inspect goods prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Buyer, at its option, may require replacement of defective or rejected goods or a refund of the purchase price, as well as payment of damages. Nothing contained in this Order shall relieve Seller in any way from the obligation of testing, inspection, and quality control. Seller shall pay all costs of storage, packaging, insuring and shipment of such rejected goods. Alternatively, Buyer may accept that portion of the goods delivered hereunder that conforms with this Order and return the balance to Seller at Seller's expense. In such event, Buyer shall pay only the proportionate amount of the total price stated herein that corresponds to the quantity accepted, regardless of whether such lesser quantity is ordinarily sold at a higher price.

5. **WARRANTIES.** In addition to any other express or implied warranties, Seller warrants that all goods will (a) conform to specifications stated in this Order or the specifications, drawings and other descriptions or approved samples furnished by Buyer or, if furnished by Seller, approved in writing by Buyer; (b) conform to all applicable federal, state and local laws, rules, regulations, orders and ordinances (including without limitation the Federal Food, Drug, & Cosmetic Act), (c) be of merchantable quality, (d) be of good material and workmanship, (e) be free from defects in design and materials, (f) be suitable for their intended use, and (g) be free of liens and encumbrances. If applicable, Seller will assign to Buyer all

warranties applicable to any portion of the goods obtained by Seller from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer's request in the event that Seller becomes aware or has reason to believe that a condition exists, within the manufacturing facility or the goods themselves, which does or may adversely impact any of the above warranties.

Seller warrants that it shall use its best efforts and all due diligence in performing services hereunder, and that all services performed by it hereunder will (a) be performed in a safe, skillful and workmanlike manner; (b) be performed in conformity with Seller's directions, generally accepted professional standards, and all applicable federal, state and local laws, rules, regulations, orders and ordinances; and (c) not infringe any intellectual property rights of third parties, including without limitation any patent, copyright, trademark, design right or other similar right. If, within one (1) year of completion of any services performed by Seller hereunder, such services are defective or do not conform with specifications, drawings or other description(s) furnished or specified by Buyer in connection herewith, Seller shall, within thirty (30) days after receipt of a written notice from Buyer specifying the defect or nonconformance, reperform such services without cost to Buyer, or, at Buyer's option, refund to Buyer that proportion of any monies paid to Seller covering such defective or nonconforming service.

Seller warrants that its personnel will have the proper skill, training and experience. Seller will enter into written agreements with each of its employees, subcontractors and agents performing work for Buyer containing the applicable restrictions and sufficient to vest the ownership rights to Buyer as set forth in this Order. Seller will be solely responsible for paying Seller personnel and providing any employee benefits that they are owed.

Seller is not authorized to substitute for the goods or services specified in this Order. This Order incorporates any and all representations and warranties (express or implied) made by Seller prior to or at the time this Order is accepted, including those contained in brochures, catalogues, advertisements, owner's manuals, etc., provided that in the event of a conflict, the warranty providing the most protection will prevail.

6. **PRICES.** All prices will be as stated in this Order and are firm and not subject to escalation. Prices shall not include, and Buyer shall not be invoiced for, any sales or use taxes for which an exemption applies. Seller warrants that the prices set forth in this Order are complete and no additional charges of any kind (including, without limitation, shipping, packaging, labeling, customs duties and the like) shall be charged to Buyer without its written consent. If Seller reduces its prices for such goods during the term of this Order, Seller shall reduce the prices hereof correspondingly. All prices for the goods and/or services are stated in Buyer's local currency, unless another currency has been agreed in writing.

7. **SUPPLIER CODE OF CONDUCT.** Buyer is committed to responsible business practices and holds its Suppliers to similar expectations. Buyer is a signatory of the United Nations Global Compact (www.unglobalcompact.org). Buyer's Supplier Code of Conduct supports its commitment to uphold the UN Global Compact's 10 universally accepted principles in the areas of human rights, labor, environment and anticorruption, as applied to its supplier community. Seller acknowledges receipt of Buyer's Supplier Code of Conduct. Buyer intends to evaluate its supplier's fulfillment of the principles set forth in the Supplier Code of Conduct in connection with awarding business to and maintaining business with our suppliers. Seller agrees to cooperate with Buyer's reasonable requests to records, facilities and personnel for review by Buyer or Buyer's designated third party in order to permit Buyer to evaluate Seller's fulfillment of the principles set forth in the Supplier Code and to fulfill Buyer's own obligations. Buyer expects Seller to engage in good faith discussions regarding any areas in which the principles set forth in the Supplier Code of Conduct are not fulfilled, and actions Seller will take to better fulfill the expectations set forth in the Supplier Code of Conduct. Failure of Seller to meet the expectations in the Supplier Code may affect Buyer's willingness to award business to or maintain business with Seller.

8. **DIVERSITY.** Seller acknowledges Buyer's commitment to diversity, both for its own workforce, and within its supplier base through Buyer's Supplier Diversity Program. Buyer's Supplier Diversity Program seeks to increase opportunities for small businesses and diverse businesses (businesses owned or operated by historically underutilized population groups, such as women, minorities, veterans, persons with disabilities, persons representing a variety of sexual orientation or identity and others) to participate in Buyer's contracts and subcontracts. To that end, for any permitted subcontract under this Order, Seller agrees to seek out and provide commercially reasonable opportunities for small and diverse businesses as described above to participate in such subcontracts to the extent consistent with the efficient performance of services. Buyer invites and encourages small and diverse suppliers to identify themselves as part of the contracting process. If Seller is not a small or diverse business, Seller agrees, upon the request of Buyer, to report spend with small and diverse businesses: (i) subcontracted under this Order, and/or (ii) generally (not directly for this Order). In addition, Seller agrees to provide information concerning its workforce diversity efforts to Buyer upon request.

9. **SHIPPING; RISK OF LOSS; PACKAGING.** Shipments of goods shall be made to the destinations specified by Buyer. Unless indicated to the contrary on the face of this Order, all shipments shall be made F.O.B. destination, freight prepaid.

Seller shall deliver all goods to a carrier for shipment by carrier to Buyer. Title to all goods and/or services (other than licensed products) will vest in Buyer upon delivery. Seller shall own, and shall bear the risk of loss for, such goods until Buyer receives the goods. *(Applicable to EU Countries: If the goods are delivered from outside the European Union, Seller shall deliver the goods DDP (delivery duty paid – Incoterms 2010); and if the goods and/or services are delivered within the European Union or from within Buyer's country, the Seller shall deliver the goods and/or services DDU (delivery duty un-paid – Incoterms 2010) any address nominated by Buyer.)* If the goods originate outside the Buyer's location, Seller shall be the importer of record, with responsibility for obtaining clearance of the goods through customs and for payment of any duties and/or import fees. All shipping documents must carry the correct lot number, product identification, purchase order number and the designated receiving dock. Each unit must be tagged with the shipper's name, description of the goods, purchase order number, lot number, receiving dock and product department (if applicable). Delivery shall not be deemed complete until the goods have been actually received by Buyer. All deliveries must be on weekdays during normal business hours to the address indicated on the face hereof, unless otherwise agreed to by Buyer. All goods covered by this Order shall be suitably packed or otherwise prepared for shipment (a) consistent with good commercial practices and all applicable laws, and to ensure that no goods are lost or damaged before, during or after transit. Wood packaging materials used in connection with imports will conform to the IPPC Guidelines as required by the USDA regulations. Seller will include two itemized packing lists with each shipment, and bills of lading with any invoice for deliveries.

10. DELIVERY. Time is of the essence of this Order, and if delivery of goods or services is not completed by the time promised, Buyer reserves the right, without liability and in addition to other rights and remedies: (i) to reject incomplete deliveries or services, (ii) to terminate this Order by notice effective when received by Seller as to goods not yet shipped or services not performed, (iii) to purchase substitute items and charge Seller with any loss incurred, (iv) to receive a full refund of any amounts paid for goods or services not delivered or accepted, (v) to return at Seller's risk and expense all or any part of a nonconforming delivery, and (vi) to hold Seller accountable for any loss or additional costs incurred. Buyer's receipt or acceptance of all or part of a nonconforming delivery does not constitute a waiver of any remedy Buyer has under this Order or under applicable law. The Supplier is not entitled to effect delivery before the stated delivery time or to make partial deliveries unless agreed in advance in writing with Buyer. If it is agreed that the Supplier shall carry out installation work or that performance testing shall be carried out in connection with delivery, the goods and/or services will not be deemed to be delivered until such performance testing is finalized and Buyer has approved the installation in writing.

If the Supplier can foresee or should have foreseen that there is a probability that the delivery of the goods and/or services or part thereof will be delayed, the Supplier shall forthwith notify Buyer accordingly stating the reason for and expected duration of the delay. Supplier shall use its best efforts to reduce any delay and to minimize the harmful effects of such delay.

11. TERMINATION. Buyer may terminate this Order or any part thereof with or without cause upon written notice to Seller. Upon receipt of notice of such termination, Seller shall immediately stop all goods or services in process, and shall immediately cause any of its suppliers or subcontractors to cease such goods or services in process. Seller shall not be paid for any goods and/or services processed after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller shall not unreasonably anticipate the requirements of this Order. Buyer may also terminate this Order or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any of the terms and conditions of this Order. Events of default shall include, but not be limited to, (a) Seller's failure to deliver goods or render services within this Order, (b) Seller's failure to make progress in the performance of its obligations under this Order reasonably satisfactory to Buyer, (c) deliveries of goods which are defective or which do not conform to this Order, (d) failure to provide Buyer with adequate assurances of future performance, (e) the appointment of any trustee or receiver for any substantial portion of Seller's assets, any assignment for the benefit of Seller's creditors, Seller is insolvent, files for bankruptcy or is adjudged bankrupt (f) Buyer determining, in good faith, that any of its material or equipment used in connection with the goods and/or services is in danger of destruction or damage, or that Buyer's title thereto is in jeopardy or (g) Seller's breach of any provision contained in this Order. In the event of Buyer's termination for cause, Buyer shall not be liable to Seller for any damages sustained by reason of the termination, and Buyer shall have all rights and remedies provided at law and in equity. In the event of any termination of this Order, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods and/or services comparable to the cancelled goods and/or services, and Seller will be liable to Buyer for any excess cost of such comparable products. Further, Buyer may require Seller to deliver, in the manner and to the extent directed by Buyer, any completed or partially completed goods and/or services, against Buyer's payment of the portion of the price properly allocable to such goods and/or services. In the event of termination pursuant to this section, all deposits or prepayments shall be deemed to have been held in trust for Buyer's benefit and will be returned to Buyer promptly upon request. The obligations of the parties under this Order that by their nature would continue beyond the termination, cancellation or expiration of this Order shall survive termination, cancellation or expiration of this Order.

12. **PAYMENT.** Buyer shall pay Seller the price stipulated herein for goods and/or services delivered and accepted in accordance with this Order. Unless otherwise set forth in this Order or agreed by Seller and Buyer in writing, payment terms are net 90 days from the later of the date Buyer receives Seller's invoice or the date on which Buyer accepts the Products (or such lesser time as required by applicable law). No payments will be made by Buyer without an invoice containing supporting detail and a reference to the applicable Purchase Order Number. Supporting details should include, as applicable, VAT, all taxes/duties, packaging, delivery cost, installation, documentation, initialization, testing, approvals, certificates etc, the price for the goods and/or services excluding VAT and duty according to applicable VAT regulations, the customs and excise authority's standard number for imported products. (Buyer reserves the right to demand reimbursement for customs and excise duties from the Supplier.) Seller will pay all taxes in connection with the sale or delivery of the goods and/or services to Buyer; except applicable sales taxes that Seller states as a separate line item on each quotation and invoice. All payments will be in U.S. dollars or Buyer's local currency. Upon receipt of payment from Buyer, Seller will promptly pay each subcontractor in full, and Seller will require each subcontractor to similarly make prompt payments to each of its subcontractors.

13. **CONFIDENTIALITY.** Seller shall consider all information furnished by Buyer or its affiliates in any manner whatsoever, including but not limited to the terms of this Order, all trade secrets, technical know-how, descriptions, recipes, manufacturing instructions and models, and any scientific and financial information to be confidential ("Confidential Information"). Seller agrees: (i) to hold all Confidential Information in confidence and not disclose it to any third party; (ii) not to use Confidential Information for any purpose other than to fulfill Seller's obligations under this Order, unless Seller obtains written permission from Buyer; and (iii) to use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information as it employs with respect to its own information of a similar nature. Upon the expiration or earlier termination of this Order, or upon Buyer's request, Seller and any subcontractors of Seller agrees promptly to return to Buyer, or destroy, all documents or other tangible materials containing and/or embodying any of the Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), and to certify that all such Confidential Information has been returned to Buyer or disposed of in a manner approved by Buyer. Seller shall make every reasonable effort to insure that each of its employees who are involved in the performance of Seller's obligations under this Order will abide by the nonuse and confidentiality obligations as set forth in this paragraph. The obligations of the parties under this section shall survive termination, cancellation or expiration of this Order.

14. **INTELLECTUAL PROPERTY.** During the term of this Order, Buyer may provide to Seller certain proprietary information and materials, including without limitation, certain biological or chemical materials, and copyrights, patents, trademarks, trade secrets and any and all other intellectual property trade names and logos (collectively, "Buyer Materials") for Seller's use in providing goods or services hereunder. Such Buyer Materials include any constituents, progeny, mutants, derivatives or replications of or from the materials themselves. Buyer shall retain all right, title and interest (including without limitation all intellectual property rights) in and to such Buyer Materials. No rights are being conferred to Seller hereunder to any Buyer Materials. Seller grants to Buyer a license for all intellectual property rights that are necessary or useful for Buyer and its Affiliates to use the goods and/or services. Seller will return Buyer Materials to Buyer upon termination of this Order or upon Buyer's request. Seller agrees: (i) to reasonably safeguard Buyer Materials from damage and loss, (ii) not to transfer such Buyer Materials to others, and (iii) to use Buyer Materials solely in furtherance of Seller's obligations under this Order.

Any documents, information, data, artwork, concepts, reports, discoveries, inventions, innovations, copyrightable works or other intellectual property that is conceived, discovered, reduced to practice, made or developed by Seller in the course of performing the services (the "Work") are "works made for hire," as defined in the U.S. Copyright Act, for Buyer and, as such, will be deemed, upon creation, to be assigned to Buyer. All rights to the Work, including, without limitation, copyright shall be the sole and exclusive property of Buyer. Seller hereby irrevocably assigns all right, title and interest it may have in and to the Work to Buyer. To the extent that any such property, ideas, and materials are not "work made for hire," Seller hereby assigns and agrees to assign to Buyer, and shall require anyone working for Seller to assign to Buyer, all rights including copyright in such property, ideas and materials. Seller agrees to execute and obtain execution of any documents (including assignments) necessary to accomplish the intent of this paragraph with no obligation for additional payment by Buyer beyond that identified in this Order and specific work requests. During the term of this Order and thereafter, Seller shall fully cooperate with, and assist Buyer in filing patent, trademark and copyright applications, and otherwise protecting its right to the Work.

15. **INDEMNIFICATION.** Seller shall defend, indemnify and hold Buyer, its agents and customers harmless from and against all damages, claims, loss, cost, liabilities and/or expenses (including reasonable attorneys' fees and costs) incurred by Buyer, including, but not limited to, those arising out of or resulting in any way from (i) any actual or alleged defect in the goods purchased hereunder, (ii) any negligent or willful act or omission of Seller, its employees, agents or subcontractors in the performance of the services hereunder, (iii) Seller's breach of this Order or failure to comply with any express or implied warranty as provided herein or otherwise provided by law, (iv) violation of any federal, state or local

statute, ordinance or administrative order, rule or regulation, and (v) any liability, loss or expense arising out of the work performed by Seller or Seller's agents or subcontractors, including any claims that arise due to (a) injury to or death of any person, (b) loss of or damage to property, or (c) damage to the environment. This indemnity applies even in the event of concurrent negligence by Buyer, but does not apply where the sole cause of the liability, loss or expense is the willful misconduct or negligence of Buyer. The provisions of this paragraph shall survive the delivery and acceptance of the payment for the goods or completion and acceptance of and payment for services hereunder, as the case may be.

16. **INSURANCE.** Seller warrants that it has the following insurance: (a) comprehensive general liability insurance, including products liability coverage, contractual liability and broad form vendors endorsements covering Seller's obligations under this Order, (b) Workers' Compensation with coverage and limits as provided by applicable law, and (c) comprehensive automobile liability insurance. Seller further warrants that it shall, prior to performing any services hereunder, furnish Buyer certificates of insurance as evidence of (a), (b) and (c) above from an insurance carrier reasonably satisfactory to Buyer. All insurance provided herein shall contain provisions permitting coverage to be cancelled only after thirty (30) days notice to Buyer. All policies of insurance shall contain an endorsement waiving all rights of subrogation against Buyer.

17. **INFRINGEMENT.** Seller warrants that the goods and services and/or their use, sale and/or consumption, pursuant to this Order do not and will not infringe any patent, trademark, copyright or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Seller agrees, upon receipt of notification, to promptly assume all responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers or vendors for alleged intellectual property infringement and/or any alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder including, without limitation, all costs of defending such suits or proceedings, any damages awarded against Buyer and any amounts agreed upon by Seller to settle such claims. If the use of goods and/or services, or any part thereof, is enjoined due to infringement, or precluded by settlement, Seller will, at its own expense, and at its option, either procure for Buyer the right to continue using such goods and/or services, replace the same with non-infringing goods and/or services that conform to the specifications, or modify such goods and/or services in a manner acceptable to Buyer so it becomes non-infringing.

18. **ANNOUNCEMENTS, PRESS RELEASES, RESTRICTION ON PUBLICATIONS.** Seller may not publish any articles or make any presentations or communications relating or referring to any of the goods and/or services or Work (as defined in this Order), information or materials obtained or generated in the performance of Seller's obligations hereunder without Buyer's prior written consent. Seller shall not use the trade name, logos or trademarks of Buyer for any purpose whatsoever without Buyer's prior written consent. The Supplier or any subcontractors of the Supplier may not, without the express written consent from Buyer, issue press releases, publish advertisements or engage in other forms of advertising in connection with this Order. Seller will not disclose to others the fact that Buyer has purchased or plans to purchase the goods and/or services from Seller, or the terms of such purchase, without Buyer's prior written consent, except as is necessary to fulfill Seller's obligations hereunder, or as required by law.

19. **FORCE MAJEURE.** An extraordinary situation outside the control of the Parties shall be considered a force majeure situation if it prevents the fulfillment of this Order and the Parties could not reasonably have taken it into consideration at the time of entering into this Order or if the consequences of it were not likely. The Party hindered by force majeure must document that such situation exists. The party that wishes to invoke force majeure must inform the other party of this within 3 days of the incident taking place or could be expected to take place. In cases of force majeure, the Parties' rights and obligations are suspended until the force majeure situation ceases to exist. If the force majeure situation lasts for more than 10 calendar days, the Party who is not in a force majeure situation may terminate this Order with immediate effect. If Buyer has not received written notice of a force majeure hindrance within a reasonable time after the Supplier was aware of or ought to have been aware of it, Buyer may claim compensation for any direct and indirect losses which could have been prevented, had Buyer received written notice in time.

20. **NO EXCLUSION OR DEBARMENT.** Seller shall not use in any capacity, in connection with the performance of any services, the services of any person who: (i) is debarred or otherwise excluded or disqualified, or, to the best of its or their knowledge, is under consideration for debarment, exclusion, or disqualification, under Article 306 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 335(a), or any comparable Applicable Laws outside the United States; (ii) is excluded, debarred, suspended, or rendered otherwise ineligible to participate in healthcare programs or in procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or from similar programs in countries outside the United States; (iii) has been convicted of a criminal offense related to the provision of healthcare items or services; or (iv) is otherwise subject to any restrictions or sanctions by the FDA or any other government agency.

21. **WAIVER.** The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Neither party's failure to enforce any terms or conditions herein or to exercise any right or privilege or waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

22. PERMITS, INSTALLATION. Seller will give required notices, and secure and pay for temporary permits, licenses and easements required for its work. Unless agreed otherwise, Buyer will secure and pay for permits, licenses and easements required for permanent installations; Seller will furnish such assistance as Buyer may require.

Unless specifically agreed, installation work is not part of this Order. Where installation work is included, the following conditions apply: Prior to installation, Supplier shall present to Buyer a plan in which Buyer's obligations in connection with the installation work are clearly stated. If the parties have agreed to a firm price for the installation, this price is deemed to include all expenses and services for such installation, including test trials and commissioning if otherwise not stated in this Order. The installation work shall be carried out in accordance with any regulations, working arrangement and rules as well as safety and control procedures laid down by Buyer. Supplier is required to take out and pay for insurance for materials and services as well as for any damage caused to any person or property up to the time of delivery. If requested by Buyer, the Supplier shall undertake to arrange for Buyer to be the beneficiary of such insurance policies.

23. AUDITS. For two (2) years following the expiration of this Order, Buyer or its representatives, shall have the right, at its own expense, following reasonable notice Seller to audit Seller's records during normal business hours for the sole purpose of verifying the accuracy of the invoices submitted by Seller and the amounts paid or payable by Buyer or Seller hereunder.

24. SEVERABILITY OF PROVISIONS. The provisions of this Order are severable. If any provision is held to be unenforceable or invalid in any respect, such invalidity or unenforceability shall not invalidate or render the entire Order unenforceable. Such unenforceable or invalid provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Order, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein, and the rights and obligations of Supplier and Buyer shall be construed and enforced accordingly.

25. ASSIGNMENT. Seller may not assign, delegate or subcontract any duties or assign any rights or claims under this Order without Buyer's prior written consent. Such consent shall not relieve Seller of its obligations and liabilities. Seller must include the relevant terms of this Order in contracts with permitted subcontractors.

26. SETOFFS. All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

27. GOVERNING LAW. This Order shall be governed by and construed in accordance with the laws of the jurisdiction in which Buyer has its principal place of business, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply to this Order.

28. ENTIRE AGREEMENT. This Order, and any documents referred to on the face hereof and any separate services or other agreement entered into by Buyer and Seller relating to the provision of the same goods or services covered by this Order, constitute the entire agreement of the parties and, together, such documents and agreements supersede any unwritten statements, agreements or understandings between Buyer and Seller.