

STANDARD TERMS AND CONDITIONS

Notice from Mead Johnson & Company, LLC to its Suppliers:

Preamble

(A) These terms, conditions, and instructions (“Terms, Conditions and Instructions”) shall be applicable to all current purchase orders, received by you (“Seller”) from Mead Johnson & Company, LLC or its applicable affiliate (“Buyer”), whether received by mail, by telephone, by facsimile, by electronic means or by any other means (each a “Purchase Order”), from the date of your receipt of these Terms, Conditions and Instructions either by way of your access to the Buyer’s supplier website or by any other mode of delivery, until such time as you receive a revised edition of terms and conditions made available at Buyer’s supplier website or you received notice of revocation of these Terms, Conditions and Instructions. By accepting a Purchase Order, you represent and are deemed to have accessed, read, fully understood and accepted these Terms, Conditions and Instructions.

Conditions, and Instructions and any additional or different terms contained in any document generated by Seller.

(B) These Terms, Conditions and Instructions shall apply to all transactions between you and Buyer until such further notice, unless your written objections (“Written Objections”) are received by Buyer within thirty (30) days after you receive the Purchase Order and subject to the Buyer’s written approval of the contents/ part of the contents of your Written Objections. Your Written Objections shall identify clearly the specific provision(s)/ clause(s)/ section(s) of these Terms, Conditions and Instructions which you are objecting to and in the event the contents/ part of the contents of your Written Objections are approved by the Buyer, a revised edition of terms, conditions and instructions mutually agreed by you and the Buyer shall apply to the particular Purchase Order in question. If no revised terms, conditions and instructions are mutually agreed upon by you and the Buyer, these Terms, Conditions and Instructions shall remain applicable unless stated otherwise in writing by the Buyer.

(C) Additional or different terms, conditions, or instructions applicable to a particular Purchase Order may be agreed to in writing and specified in the body of the Purchase Order, or in an exhibit thereto, and, in the event of a conflict, shall take precedence over these Terms, Conditions, and Instructions with the exception of Section 2, ELECTRONIC TRANSACTIONS, below.

(D) Notwithstanding anything to the contrary contained herein, if Seller and Buyer have executed a master purchase or supply agreement which governs the purchase and sale of the goods in issue, the terms of such master agreement shall be controlling and shall take precedence over these Terms,

Please retain this document in your company files for future reference.

1. ACCEPTANCE: Buyer's order expressly limits acceptance to the Terms, Conditions and Instructions set forth in this document and the applicable Purchase Order. Any terms and conditions contained in a proposal, quotation, invoice, purchase order acknowledgment, or any similar document of Seller shall not constitute a part of the contract of sale resulting from Seller's acceptance of Buyer's order unless such terms and conditions are specifically and expressly incorporated in Buyer's order by virtue of the manner described in Clause (C) in the Preamble above. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of the Terms, Conditions and Instructions contained in this document, notwithstanding such additional or different terms. Seller's shipment of goods or commencement of services in response to Buyer's order shall constitute acceptance of the Terms, Conditions and Instructions set forth in this document. Any additional or different terms contained in any acknowledgment or invoice form or any other document submitted by Seller shall not constitute any part of the contract of sale resulting from Seller's acceptance and for the avoidance of doubt, are hereby rejected by the Buyer. Prior courses of dealing, trade usage, custom and verbal agreements not reduced to writing signed by Buyer, to the extent they differ from, contradict, vary, modify, add to, or subtract from the Terms Conditions and Instructions herein, shall not be binding upon Buyer and shall not be adduced in court by either party as evidence of such contradiction, variation, modification etc., notwithstanding if the Malaysian law provides otherwise.

2. ELECTRONIC TRANSACTIONS:

A. By accepting a Purchase Order, whether by shipment of goods, commencement of a

service or otherwise, Seller shall deem to have agreed to the use of an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions. The Seller agrees:

- (i) That it shall not contest (a) the validity or enforceability of any contract of sale or any terms and conditions thereof, including these Terms, Conditions and Instructions resulting from an EDI transaction under the provisions of any law, including provisions relating to whether agreements must be in writing or signed by the party to be bound thereby; or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form;
- (ii) That it shall use proper security procedures to protect its EDI records from improper access; and
- (iii) That the records maintained by Buyer regarding EDI purchase orders issued by Buyer shall be controlling. For the avoidance of doubt, a computer printout of any such contract of sale or its related document(s), including these Terms, Conditions and Instructions shall be deemed as documents produced by a computer in the course of its ordinary use, and the Seller agrees not to dispute the admissibility in court of such contract of sale and its related document(s), including these Terms, Conditions and Instructions.

B. If Seller and Buyer have mutually agreed to an Automated Clearing House/ financial institution to facilitate purchase and sale

transactions, the payment term in the Purchase Order shall be extended by five (5) days.

3. **PRICE:** Buyer's order shall be filled at the price specified on the Purchase Order, or at any lower price. If no price is specified, the order shall be filled at the lowest of (a) the price last quoted by Seller, (b) the price last paid by Buyer to Seller, or (c) the prevailing market price, unless a higher price is approved in writing by an authorized representative of Buyer's procurement department.
4. **MODIFICATION:** Modification, rescission, or amendment of Buyer's order or the contract of sale resulting from its acceptance shall be ineffective unless approved in writing by an authorized representative of each party. For the avoidance of doubt, any failure to exercise or any delay in exercising any such right by the Buyer shall not operate as a waiver, modification, amendment or variation of that or any such other right.
5. **INSPECTION:** All goods furnished pursuant to Buyer's order shall be subject to Buyer's inspection and approval, notwithstanding prior receipt and payment, and, if unsatisfactory, may be returned, transportation both ways at Seller's expense. The Seller represents to the Buyer that all goods supplied under the contract of sale shall be reasonably fit for the purpose of the Buyer's purchase and the goods sold shall be of merchantable quality. Notwithstanding that the Buyer may have examined and inspected the goods, the Seller shall not rely on any implied condition as regards defects which such examined ought to have revealed.
6. **CHARGES:** Seller shall box, crate, or package as necessary for shipment without charge unless otherwise specified in the applicable Purchase Order.
7. **TERMINATION:** Notwithstanding any contrary terms contained above, Buyer shall have the right at its absolute discretion, one (1) day following Buyer's written notice to Seller, to cancel, in whole or part, Buyer's Purchase Order or any contract resulting from its acceptance. In the event of such cancellation, Buyer shall have no obligation to Seller except the obligation to pay all costs actually and reasonably incurred by Seller prior to the date of termination, provided, however, that in no event shall Buyer be obligated to pay an amount in excess of the amount set out in Buyer's order for the services; advance payments will be refunded

accordingly. If Buyer's order or any resulting contract is canceled as a result of the default of Seller, Buyer shall have no obligation to reimburse Seller for any costs incurred or services performed by Seller pursuant to Buyer's order or any resulting contract and the Seller agrees to reimburse the Buyer for any costs, expenses, loss and damages reasonably and actually incurred by the Buyer, including any loss of profits, as a result of the default of Seller. The Buyer shall be entitled to offset any such costs, expenses, loss and damages incurred as a result of the Seller's default from the Seller's advance payments.

8. **GENERAL REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants that all articles, goods, services or products ("Goods") supplied under Buyer's Purchase Order or any contract of sale have been produced, sold, delivered, and furnished in strict compliance with all applicable national, state, and local laws, rules, regulations, and orders ("Laws"). Seller shall execute and deliver such documents as may be required by any national, state or local governing body to effect compliance. Seller shall also deliver to Buyer such documents as Buyer requests as evidence of compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference. Seller shall defend and hold Buyer harmless from any action which may be instituted against Buyer or any liability which may be imposed or threatened against Buyer as a result of Seller's failure to so comply with such Laws, directions or guidelines. Without limiting any of the foregoing:
 - A. No Goods supplied under Buyer's Purchase Order or contract of sale, which are subject to the Malaysian Laws including the Food Act 1983 ("Act") or any related rules, regulations, orders, directions or guidelines, as may be amended or superseded, and all current and future Laws governing or regulating a similar subject matter, is either unfit for consumption, mislabeled or adulterated within the meaning of the Act and the Seller represents and warrants that all Goods sold shall conform with all applicable consumer product or service quality and safety standards imposed by the Malaysian Laws;
 - B. No Goods supplied under Buyer's Purchase Order or contract of sale is produced in violation of the Laws on products and services standard, , and that

Seller represents and warrants that he is not debarred or blacklisted by the Ministry of Health or any other relevant department/agency or authority from manufacturing, supplying, distributing or selling the Goods and that Seller has not, to its knowledge, used in any capacity in connection with the filling of the Buyer's Purchase Order the services of any individual or person similarly debarred or blacklisted. If at any time Seller learns that this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances;

- C. No Goods supplied under Buyer's Purchase Order or contract of sale is produced in violation of any Laws connected to employment of workers and labour including but not limited to the Employment Act 1955, Employees Provident Fund Act 1951, Workmen Compensation Act 1952 (whichever is applicable) or any related rules, regulations, orders, directions or guidelines, as may be amended or superseded, and all current and future Laws governing a similar subject matter; and that the price of any Goods supplied under Buyer's Purchase Order or contract of sale does not violate any provision of the Price Control Act 1946 (if applicable) as amended or superseded or any Laws relating to a similar subject matter;
- D. No Goods supplied under Buyer's Purchase Order or contract of sale infringes the claim of any trademark, copyright, patent, or other proprietary right of a third party; however, Seller does not warrant against infringement to the extent caused by the use of the Goods in combination with other material except that if Seller has knowledge of such intended combination, Seller warrants, to its best knowledge, no third party rights will be infringed by such use;
- E. All Goods supplied under buyer's Purchase Order shall be shipped in full compliance with packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all state, local, national, or international governmental agencies or authorities regulating any segments or modes of transportation employed to effect delivery of such articles to Buyer, and all hazardous

materials, substances, and waste shall be packaged, marked, and labeled in accordance with the applicable Laws including the Customs Act 1967 and Customs Regulations 1977 ; and

- F. Seller agrees that any Goods provided under the Buyer's Purchase Order will comply with all state, local, national, and international laws, regulations, rules and orders relating to safety requirements of the products, including but not limited to regulations promulgated under section 19 of the Consumer Protection Act 1999 . .
- G. Without limiting Seller's liability to Buyer or third parties hereunder, Seller shall maintain Commercial General Liability Insurance to include contractual and products/completed operations coverages to meet its indemnification obligations under this Purchase Order or loss as required by applicable international, country, national, state, or local laws, regulations or orders. All such insurance shall be primary and not contributory with regard to any other available insurance to Buyer. Seller represents and warrants that it shall promptly file all claims made under this Purchase Order with its insurance carriers, Seller agrees to defend, indemnify, and hold harmless Buyer against all liability, costs, expenses (including legal fees), damages and judgments occasioned by or resulting from breach of any of the foregoing warranties.

Seller warrants that all of the Goods furnished under a Purchase Order are free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to same and Seller agrees to hold Buyer free from defects in materials and workmanship will conform to applicable specifications, drawings, samples or other descriptions given, and shall be free from defect, notwithstanding that the Buyer may have the opportunity to examine or inspect the Goods prior to delivery. The aforesaid express warranty shall be in addition to any standard warranty or service guarantee given to Buyer by Seller. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. Seller represents and warrants that it will comply, at all times, with Buyer's Supplier Code of Conduct.

9. SECURITY: Seller shall observe all facilities access, safety, and security measures required by Buyer. Seller shall assure that its employees follow buyer policies while at any Buyer site or any third party site designed by Buyer.
10. NONDISCLOSURE: Except to the extent provided in Sections 11 and 12, neither party shall disclose any information pertaining to any transactions between the parties, including, but not limited to, Purchase Order(s), or the contract of sale resulting from the acceptance of Purchase Order(s), including its existence, without the prior written consent of the other party.
11. CONFIDENTIALITY: Unless requires to do so under the Laws or by virtue of a court order and subject to the provisions in the Personal Data Protection Act 2010 (when it comes into force), each party shall preserve as confidential all, and shall not disclose any, proprietary or confidential information of the other party (including information of a third party which a party is under an obligation to maintain in confidence) to which each party may have access as a result of these Terms, Conditions and Instructions, the Buyer's order, the contract of sale resulting from its acceptance or the presence of a party's employees at the other party's site. This confidentiality obligation shall apply to all such proprietary or confidential information of each party, whether in its original form or a derivative form, including work product resulting from Seller's performance of any Buyer order. Neither party shall take photographs of any portion of any work performed pursuant to any order or duplicate any drawings or specifications without the prior approval of the other party. Nothing herein shall prevent the communication to others of any proprietary or confidential information which the receiving party can show was known to it or its representatives prior to its receipt from the disclosing party hereunder, was lawfully obtained by the receiving party or its representatives other than by disclosure from the disclosing party, or became public knowledge through no fault of the receiving party.
12. PUBLICITY: Neither party may advertise or promote using the name or description of the other party (including, but not limited to, disclosing the existence of these Terms Conditions and Instructions), without in each instance the express written consent of the other party, except as required by law. If required by law, the party seeking to disclose shall provide copies of the disclosure for the prior review and comment by the other party's external corporate communications (public relations) department, which shall have a minimum of five (5) business days to review the

materials. The Mead Johnson logo may not be used under any circumstance.

13. ASSIGNMENT: Except as otherwise provided herein, neither party shall in any manner delegate its duty of performance or assign its rights or obligations herein, under Buyer's Purchase Order or the contract of sale resulting from its acceptance without the other party's prior written consent. Any attempted assignment in violation of the preceding sentence shall be of no force or effect.
14. MINISTRY OF HEALTH'S INSPECTION: Seller acknowledges that certain material(s) purchased hereunder may be incorporated into products which will be purchased by an agency or branch of the national or state government. In the event the national or state government requests an inspection by the Ministry of Health of the manufacturing facilities and records relative to the materials purchased hereunder, Seller hereby agrees that such inspection shall be permitted, and Seller shall immediately notify Buyer when it learns such an inspection is scheduled or is occurring.
15. GOVERNING LAW: Buyer's order and any agreement of sale resulting from its acceptance shall be governed by and construed according to the laws of Malaysia

If this order involves software, the following terms shall apply in addition to any applicable terms set out above:

16. LICENSE. Seller hereby grants to Buyer, and Buyer hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-up irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use the software for the number of users or copies of the software provided on the Purchase Order (the "License"). Seller and Buyer expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the Purchase Order unless the Buyer expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.
17. USE OF SOFTWARE AND DOCUMENTATION.
 - A. Buyer may, as part of the License, make additional copies of the software and

documentation to support the licensed software and documentation. Buyer may also make one (1) backup and archival copies of the software and documentation. Unless otherwise provided on the Purchase Order, Buyer shall have the right to use the software on, or in connection with, any CPU that it utilized to fulfill its data processing needs. Buyer reserves the right to use the software at one or more sites, and to transfer such software, upon the prior written consent of Seller, which shall not be unreasonably withheld.

- B. Buyer, its agents, contractors, assignees and employees shall have the right to use the software and to operate and use the software within the scope of the License for Buyer's internal business purposes only.
- C. The License granted pursuant to Section 16 above or the Purchase Order shall commence upon execution of the Purchase Order.

18. SOFTWARE REPRESENTATIONS AND WARRANTIES:

- A. Seller represents and warrants that at delivery and for no less than ninety (90) days following receipt of the software (or any update thereto) by Buyer (the "Warranty Period") the software shall conform to and will operate in accordance with the Purchase Order and all documentation and specifications supplied by Seller to Buyer. Seller shall not be responsible to the extent failures are caused by (a) Buyer's failure to use the software in accordance with instructions included in the documentation provided to Buyer by Seller, or (b) the modification of the software by any person other than Seller, its employees, agents, affiliates or subcontractors (unless such modification was authorized or approved by any of the foregoing).
- B. Seller represents and warrants that it shall at all times document the operation of the software in a manner consistent with the best practices of the software development industry, and shall use reasonable effort to ensure that such documentation shall accurately reflect the operation of the software and enable a person reasonably skilled in computer programming and in possession of the software source code to

use and maintain the software fully and completely.

- C. Seller will pass through or assign to Buyer any third party's warranty obtained by Seller in connection with any product provided to Buyer. Notice regarding warranty claims raised by Buyer due to defects and/or nonconformities in the equipment or in the operation of the equipment shall be given to Seller, and upon receipt of such a notice, Seller shall take all reasonable steps necessary to effect prompt repair of the equipment.
- D. If maintenance services are elected by Buyer, the maintenance services agreement shall become effective at the end of the Warranty Period of the Products by Buyer, and shall renew annually unless otherwise terminated by Buyer, provided Seller notifies Buyer in writing thirty (30) days in advance of such renewal date. Notwithstanding the foregoing, Buyer's failure to install or utilize any improvements, enhancement or newly released versions of the Product shall have no effect on Seller's provision of maintenance services. Seller represents and warrants that maintenance services for the current version and the two immediately preceding versions of a Product shall always be available from Seller, and maintenance services for any other prior versions of the Product shall be available for a minimum of two (2) years from the date such Product was purchased by Buyer or, in the case of new versions provided under maintenance, for at least two (2) years from the date that Buyer received such new version. Seller shall provide to Buyer as part of maintenance services, updates and upgrades to the Product at no additional cost to Buyer. The provisions contained in these Terms, Conditions and Instructions shall control over any conflicting provisions contained in any maintenance agreement of Seller.
- E. Seller represents and warrants that the occurrence in or use by any Product supplied by Seller of any dates will not adversely affect its performance with respect to date-dependent data, computations, output, or other functions (including, without limitation, calculating, comparing, and sequencing). At Buyer's request, Seller will provide sufficient evidence to demonstrate the adequacy

testing of the Product to meet the foregoing requirements.

- F. Seller represents and warrants (i) unless authorized in writing by Buyer or (ii) necessary to perform valid duties under the software documentation, any software provided to Buyer by Seller for use by Seller or Buyer shall: (a) contain no hidden files, (b) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under a Purchase Order, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria ("Illicit Code"). Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in this Purchase Order to the contrary, Seller shall be in default of this Purchase Order.

- G. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED "AS IS", AND SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO SECTIONS 16-18 OF THIS TERMS, CONDITIONS AND INSTRUCTIONS SHALL NOT EXCEED THE FEE PAID TO SELLER FOR THE USE OF THE SOFTWARE OR OTHER APPLICABLE PRODUCT (AS PER THE PURCHASE ORDER). IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PURSUANT TO SECTIONS 16-18 FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THIS LIMITATION OF LIABILITY CLAUSE NOR ANY OTHER PROVISION THAT LIMITS SELLER'S OBLIGATIONS HEREUNDER SHALL BE APPLICABLE TO ANY CLAIM ASSERTED BY ANYONE OTHER THAN BUYER. BUYER RESERVES ALL RIGHTS IT MAY HAVE AGAINST SELLER IN THE EVENT OF ANY CLAIMS BROUGHT BY A PERSON OR ENTITY OTHER THAN BUYER.

19. LICENSE TERMINATION.

- A. In the event of a material breach by Buyer of any of its obligations under the applicable Purchase Order, seller may terminate the licenses subject to such material breach, upon thirty (30) days advance written notice to Buyer, provided that Buyer has not cured the breach within such notice period. Thirty (30) days after termination of this Purchase Order pursuant to this Section 19(A), Buyer shall discontinue further use of terminated licenses. Buyer shall provide Seller with written certification indicating the destruction of such copies of the software in Buyer's possession or under its custody or control.
- B. In the event of a breach by Seller of any of its representations, warranties or obligations under the applicable Purchase Order, these Terms and Conditions or the maintenance agreement, Buyer may terminate either the License, as well as any associated maintenance services, or the maintenance services (if any) alone, upon thirty (30) days notice to Seller, provided that Seller has not cured the breach within such notice period.
- (i) If Buyer terminates the License and the maintenance services based on such breach, Seller shall refund on a pro rata basis any and all amounts paid hereunder by Buyer for the license fee as well as the maintenance services. Thirty (30) days after termination of the Purchase Order pursuant to this Section 19(B)(i), Buyer shall discontinue further use of such licenses. Buyer shall provide

Seller with written certification indicating the destruction of such copies of the software in Buyer's possession or under its custody or control.

- (ii) If Buyer terminates only the maintenance services, seller shall refund on a pro rata basis any and all amount paid hereunder by Buyer for maintenance services. Buyer shall retain all of its rights under the License.
- C. The other provisions of the Purchase Order and these Terms and Conditions shall survive termination of any License.

If this order involves performance by seller of installation, maintenance or other services, the following terms shall apply in addition to any applicable terms set out above:

- 20. **LABOR FURNISHED BY SELLER:** Seller acknowledges and agrees that in performing services, Seller will be acting solely as an independent contractor, and neither Seller nor any of its employees, associated consultants, subcontractors or employees of such consultants or subcontractors shall be deemed to be employees or agents of Buyer for any purpose. Subject to Section 21 below, all persons employed by Seller in the performance of the services are employees of Seller.
- 21. **SUBCONTRACTORS:** Seller shall not use any subcontractor without obtaining Buyer's written approval in advance. Subject to the foregoing, if Seller should use a subcontractor, the said subcontractor shall become the agent of the Seller and the Seller shall be fully responsible for services performed by the subcontractor to the same extent as if the services were performed directly by Seller.
- 22. **VERIFICATION AND ACCEPTANCE OF SERVICES:** Seller shall document each maintenance call with a work ticket, which shall be signed by Buyer's representative and submitted with Seller's invoice. Each deliverable under the Purchase Order shall be subject to acceptance testing by Buyer to verify that the deliverable satisfies all requirements of the deliverable conveyed by Buyer to Seller. If Buyer discovers a non-conformity within ninety (90) days following delivery of a deliverable and Buyer notifies Seller of the non-conformity, seller shall either correct the non-conformity at no additional charge in a timely, professional manner, or, at Buyer's sole discretion, refund monies paid by Buyer for the services attributable to or affected by the non-conforming deliverable.
- 23. **LIABILITY INSURANCE:** If Seller will perform services on Buyer's property, Seller shall maintain in force during the performance of such services liability insurance for not less than the following limits of liability:

Worker's Compensation	- Statutory
General Liability – Bodily Injury or Property Damage (per occurrence)	RM 2,000,000
Bodily Injury or Property Damage (in aggregate)	RM 10,000,000
Professional Liability	RM 1,000,000
- 24. **INDEMNIFICATION:** Seller agrees to defend, indemnify, and hold harmless Buyer, its directors, officers, agents, and employees from and against any and all claims, demands, losses, and expenses, including legal fees and costs and expert witness fees and costs, arising out of suits, claims and demands by reason of injury or death of any person(s) or damage to any property to the extent attributable to the acts, errors, or omissions of Seller, its subcontractors, and their officers, agents or employees. Seller shall have no liability to Buyer to the extent such claims or losses are due to the gross negligence or willful misconduct of Buyer, its employees or agents.
- 25. **LIENS:** Seller agrees and warrants that no mechanics liens shall attach to Buyer's property by virtue of Seller's default in paying its employees, suppliers or subcontractors
- 26. **OWNERSHIP OF MATERIALS:** Buyer acknowledges that the services provided by Seller herein are proprietary to Seller. All rights to such Services not granted to Buyer hereunder are expressly reserved to Seller. Without limiting the foregoing, Seller shall retain and reserve all intellectual property rights, title, and interest in the following: (a) all ideas, concepts, know-how, methodologies or techniques which Seller owned previously or independently of the performance of services herein, or which were conceived by Services performed solely by Seller without the input or assistance of Buyer during the performance of services herein; and (b) any materials developed by or on behalf of Seller previously or independently of the performance of services herein. Notwithstanding the foregoing, any and all reports, plans, information, data, drawings, computer software, renditions, mock-

ups, prototypes or other works created by Seller for Buyer in connection with the services provided hereunder shall be owned by Buyer.

27. Seller shall use reasonable efforts to ensure that the services will be executed in accordance with Buyer's order and all applicable Laws and international laws. Seller shall procure all its own expense all permits and licenses required for the performance of the services and shall arrange for all required inspections. Unless Buyer directs otherwise, Seller further warrants that all materials utilized in the services will be new. Seller warrants that all Work Product produced under this Purchase Order shall be of original development and all Seller property shall be of original development or licensable by Seller, as the case may be, and all Work Product and property licensed or owned by Seller and used in the performance of any work under this Purchase Order shall not infringe or violate any patent, copyright, trade secret, trademark, or other third party intellectual property right. Seller shall perform all services under this Purchase Order on a professional reasonable basis and in a diligent, workmanlike, and expeditious manner. Seller warrants that it has enforceable written agreements with all of its employees and all subcontractors (i) assigning to Seller ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and (ii) obligating such employees upon terms and conditions no less restrictive than contained herein, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement, including without limitations, any Work Product, and any other information.

Instructions:

Markings:

- Show Buyer's Order Number on all Packages.
- Each Container Must Also Be Plainly Identified By:
 - Name of Manufacturer
 - Buyer's Product Title
 - Net Weight
 - Parcel Number of Total
Parcels Shipped
 - Country of Origin Marking