

## TERMS OF PURCHASE

- 1. Agreement:** This Purchase Order is Seller's offer to Buyer and becomes a binding contract subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Buyer. Seller objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Buyer or elsewhere, unless such terms are approved by Seller in writing. To the extent there are any inconsistencies between such terms and those written on the face of this Order Confirmation the latter will control. This Order Confirmation constitutes the entire agreement between the parties with respect to the goods and/or services reflected in this Order Confirmation and all prior understandings between the parties related to such goods and/or services are superseded except to the extent that the terms of this Order Confirmation are in conflict with a written agreement fully executed by the parties in which case the terms of the fully executed agreement shall control.
- 2. Labeling:** Buyer must not modify or adapt the product or labeling without the prior written consent of Seller.
- 3. Customer Contact:** For quality control and regulatory compliance, Seller has the right to contact Buyer's customers and end users by telephone, in writing, or any other manner deemed necessary.
- 4. Communication:** Buyer will provide the following information to Seller by telephone, fax, or email as soon as practical (i) customer feedback relevant to safety and performance of the product (ii) any customer expression of dissatisfaction with AJB, LLC. products, documentation or service, any adverse events potentially related to AJB, LLC. products, serious adverse events must be reported to Seller and Seller's Authorized Representative (where applicable) within 24 hours.
- 5. Traceability:** Where traceability is a requirement, Buyer must maintain a traceability system for all Seller products, such that Buyer may identify the location (customer name, customer address and customer contact information) of the products sold. The Buyer must maintain these records for five (5) years from the date of distribution. At the end of the Buyer's retention period, Buyer must obtain from Seller in writing the disposition of any Seller related records of Distribution, recalls, complaints, customer notification records.
- 6. Cooperation:** Buyer shall cooperate and assist Seller in conducting recalls, corrective actions, field notifications, and product advisories if any should occur; if corrective actions are not implemented expeditiously, Seller has the right to deal with the Buyer's customers directly.
- 7. Government Regulation of Products:** Buyer shall be responsible for preparing and filing all product approvals or registrations necessary to sell AJB, LLC. products in the territory. All fees required for products registrations will be the responsibility of the Buyer. Seller shall cooperate and assist Buyer in organizing technical information about AJB, LLC. products in order to meet any regulatory requirements. A copy of each product approval or registration shall be forwarded to Seller's Regulatory Department.
- 8. Handling, Transport and Storage:** Buyer must store and transport the product in the packaging from Seller or equivalent packaging. Observe Seller's handling, storage and shipping conditions (where applicable).
- 9. Language:** Buyer acknowledges that the English language is acceptable for product labels for this Order Confirmation.
- 10. Trademarks and Trade Name:** Seller has the sole right in any and all trademarks and trade names of AJB, LLC. and any and all material used in the promotion of AJB, LLC. products. Neither Buyer nor its affiliates shall register any AJB, LLC. trademarks or trade names in the territory or elsewhere without the express written consent of AJB, LLC., and at any time, as requested by AJB, LLC., Buyer shall promptly transfer any and all rights which any of them acquire in any AJB, LLC. trademarks or trade names to Seller or its designee.
- 11. Payment:** All payment shall be paid via bank card or credit card at time of purchase.
- 12. Controlling Law:** This Agreement will be governed by, construed and enforced in accordance with the laws of the State of MINNESOTA.
- 13. Resale:** Customer should not resell expired product.
- 14. AJB, LLC. Return Policy:** All sales are final.