1. ACCEPTANCE AND LIMITATIONS. Buyer will purchase the products ("Products") and services ("Services") set forth in the purchase order, or similar ordering document ("Order"). The person or entity supplying the Products and Services ("Seller") agrees to sell and supply the Products and perform the Services set forth in the Order in accordance with these Terms and Conditions. The Order constitutes Buyer’s offer, which may be accepted by: (a) Seller’s written acknowledgement or execution of such Order in each case communicated to Buyer; or (b) Seller’s performance of the obligations set forth in the Order; and in each case, Buyer’s and Seller’s performance thereof will be subject to these Terms and Conditions. These Terms and Conditions apply to the Order to the exclusion of any other terms or conditions that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between the terms of the Order and these Terms and Conditions, the terms in the Order will prevail to the extent they are expressly stated to override these Terms and Conditions.

2. TERMINATION/CHANGES. The Order is independent of, and severable from, any other orders placed by Buyer with Seller. Buyer reserves the right to make changes to an Order at any time prior to completion of Seller’s performance of the Order. Buyer may reduce the quantity ordered and pay therefor a pro rata price. If, however, such a change has a material impact on Seller including, without limitation, Seller’s timely delivery, ability to supply the quantity ordered, or performance quality, Seller will immediately notify Buyer to negotiate an appropriate adjustment to the Order. Buyer may terminate the Order in full or in part by written or electronic notice at any time, and in such event Buyer will pay Seller’s documented direct labor and material costs reasonably incurred prior to receipt of the notice with appropriate allowance for salvage value and possible mitigation of damages by completion and sale to others. Such compensation will not include loss of anticipated profits or any consequential or indirect loss and will in no event exceed the purchase price specified in the terminated Order. Seller may not charge Buyer a termination or change order fee. Termination of the Order, however arising, will not affect any of Buyer’s rights and remedies that have accrued as of termination. No changes by Seller to the Order will be effective unless authorized in writing by Buyer.

3. WARRANTY. Seller represents and warrants that: (a) its performance under the Order and these Terms and Conditions will be in accordance with all applicable laws, rules and regulations; (b) it will perform its obligations under the Order and these Terms and Conditions in a professional and workmanlike manner using suitably trained and qualified personnel and otherwise in accordance with applicable Good Laboratory Practice, Good Manufacturing Practice and Good Clinical Laboratory Practice; (c) all Products and Services will be supplied and performed in accordance with the Order’s specifications and these Terms and Conditions and, as applicable, will be of merchantable quality and fit for their intended purpose; (d) the Products will be free from defects in design, materials and workmanship; (e) full title to, and risk of loss and/or damage to, the Products will be conveyed to Buyer upon completion of delivery in accordance with the Order and these Terms and Conditions; and (f) all Products will be delivered free from any security interest, lien, encumbrance, charge or other restriction. Seller also represents and warrants that the Products and Services do not infringe, misappropriate or otherwise violate any valid patent, trademark, trade secret, copyright or other intellectual property right owned or controlled by any other corporation, firm or person and that it maintains all licenses, permissions, authorizations, consents and permits that are required to carry out its obligations under the Order and these Terms and Conditions. Buyer’s approval of designs furnished by Seller will not relieve Seller of its obligations under this section. Seller’s warranties and any guarantees will survive inspection tests, acceptance of delivery, payment for and completion, or termination, of the Order.

4. PRICE. The total amount of all fees and expenses, or other price associated with the supply of Products (including delivery) or performance of Services are set forth in the Order. The price for each Product and Service will be the lower of the price agreed by the parties in the Order or if lower, the price of Seller in effect on the date of delivery or performance for like quantities of Products or Services of like grade and quality to other customers of Seller. Payment terms are 60 calendar days from the invoice date. Unless otherwise specified in the Order: (a) invoicing of the Products will occur on the date specified in Section 8 (Shipping Instructions); and (b) invoicing for Services will occur upon completion of the Services.

5. TAXES. Except as may be otherwise provided in the Order, the purchase price includes VAT (if applicable) and all other applicable taxes in effect on the date of the Order.

6. INSPECTION AND ACCEPTANCE. All Products (including raw materials, components, intermediate assemblies and end products) and Services (including any component, process, methodology, records, data or information) will be subject to inspection and testing by Buyer at all times and places (including the period and place of manufacture) to the extent practicable, and in any event prior to acceptance. If the Products or Services are found by Buyer to be defective or otherwise not in conformity with the Order, Buyer will be entitled at its option to: (a) reject the defective Product(s) and Service(s) and require Seller to promptly re-supply such Products or re-perform such Services, in each case at Seller’s cost; (b) accept such defective Products or Services with an equitable adjustment in price; or (c) have Seller refund to Buyer all amounts paid to Seller for such defective Products or Services. If Seller fails to promptly re-supply or re-perform in accordance with Section 6(a), Buyer may, in addition to any other rights and/or remedies it may have; (y) have such defective Products or Services replaced, corrected, or performed by a third party and charge the costs of such replacement, correction or re-performance to Seller; or (z) terminate the Order upon notice to Seller.

7. PRODUCTS SHIPPED IN EXCESS OF AMOUNT ORDERED. Products shipped in excess of the quantity specified in the Order may be returned by Buyer to Seller at Seller’s expense or alternatively, Buyer may require Seller to promptly collect such excess Products from Buyer at Seller’s expense.

8. SHIPPING INSTRUCTIONS. Shipments will be in accordance with Incoterms 2010 CIP Buyer’s specified delivery point. In addition, Seller will comply with the following shipping instructions (in each case to the extent applicable to the Order):

   PACKING. Seller will be responsible for safe packaging and packing. Buyer’s Order number and Product description will appear on the outside of each package, and on all packing receipts / goods receipts, invoices and any other package-related documents. A packing receipt / goods receipt will be included with each shipment specifying the contents of each package / shipment. Buyer’s count will be conclusive in the absence of a packing receipt / goods receipt.
Charles River Laboratories Ireland ("Buyer")
Purchase Order Standard Terms & Conditions ("Terms and Conditions")

Invoices. Invoices will be posted to Buyer (address on front side) not later than the day following the date of shipment. Any applicable early payment discount will begin on the date of receipt of Product at Buyer’s specified delivery point, on the date of Seller’s invoice, or upon receipt of Seller’s invoice at Buyer’s delivery point, whichever is later.

Shipments. Seller will provide the following information to Buyer (Attention: Purchasing Department) on the shipment day: contents of shipment, identifying name / number / company of the ship, train, truck or other mode of transportation, freight bill number and routing.

Routing. If no shipping instructions are specified by Buyer, Seller will ship by the most direct and economical way. If shipping instructions are specified, Buyer will charge to Seller’s account any excess freight and other expenses resulting from the shipments of Product in an unspecified or unauthorized manner. Seller will enter in full, on the bill of lading, the routing as shown on the Order.

Delivery. The dates of delivery or performance and quantities specified in the Order are of the essence for the Order, and delivery will be effected within the time specified in the Order. No deviation from the delivery or performance schedules in the Order will be allowed without the prior written authorization of Buyer. If delivery or performance is not made on time and in the quantities specified in the Order, Buyer, in addition to any other rights and/or remedies it may have, reserves the right to terminate the Order, and/or purchase elsewhere and charge to Seller, the price of replacement Products and/or Services, without Buyer incurring any loss.

9. Buyer May Defer Delivery and Seller Will Store At Its Own Expense. Buyer may defer delivery of any Product shipment for up to ninety (90) days after the delivery date specified in the Order, by written notice to Seller at any time prior to shipment, and in such event Seller will store same at Seller’s risk and expense. Buyer may require delivery in installments within said period of ninety (90) days, and may specify the date of delivery and the size of each installment.

10. Material. Any material supplied by Buyer for fulfillment of the Order, on other than a charge basis where Seller pays Buyer for same, will be deemed as held by Seller on consignment. Seller agrees to pay for all such material that is used, spoiled or not otherwise satisfactorily accounted for, and to keep such material (a) fully insured at Seller’s cost for the benefit of Buyer; (b) separate from other materials and in appropriate storage conditions taking into account the nature of the material, including in accordance with any Buyer storage instructions; and (c) identified as the property of Buyer. Seller will not encumber or in any way charge any such material and will notify Buyer immediately if it becomes subject to insolvency, bankruptcy, examinership, receivership or any similar procedure in any jurisdiction. Seller will not dispose or use such material other than in accordance with Buyer’s written instructions and authorizations. Buyer may remove such material at any time from Seller’s facilities during Seller’s business hours.

11. Tools, Designs, Patterns, Dies. No tools, designs, patterns and/or dies belonging to Buyer and used by Seller in the manufacture of Products will be used in the production, design or manufacture of products for any other person, firm or corporation, nor for the manufacture of larger quantities than those specified in the Order, except with the specific and written permission of Buyer. When requested by Buyer, said tools, designs, patterns and/or dies will promptly be disposed of as Buyer may direct. All such items will be permanently marked or otherwise identified as property of Buyer and with the tool or other identification number designated by Buyer. Seller will bear all risk of loss of, and damage to, such items, normal wear and tear excluded, while they are in Seller’s possession or control and will have them fully insured at its own cost. Seller will not encumber or in any way charge any of said tools, designs, patterns and/or dies.

12. Seller’s Indemnification of Buyer. Seller agrees on demand to indemnify, defend and hold harmless Buyer and its affiliates, and its and their respective officers, directors, employees and agents from and against any and all claims, proceedings, suits, actions, demands, allegations, damages, liabilities, losses (including, but not limited to, any and all direct, special, consequential and other indirect losses, loss of profits, goodwill, business opportunity and reputation), fines, penalties, costs and expenses (including, without limitation, court costs and reasonable legal fees, costs and expenses) arising from or otherwise related to: (a) Buyer’s use of the Products and Services (including products and services derived therefrom) for their intended use. (b) Seller’s breach of the Order or these Terms and Conditions, (c) Seller’s negligence or willful misconduct, and (d) the actual or alleged infringement, misappropriation or other violation by the Products and Services of any third party’s intellectual property rights.

13. Insurance. Seller will maintain in force general liability (precises and completed operations), professional liability, product liability, public liability, employer’s liability, vehicle liability and workmen’s compensation insurance with insurers, coverage and limits satisfactory to Buyer, all at Seller’s sole cost and expense, on a primary and non-contributory basis. A certificate of insurance evidencing such insurance naming Buyer as an additional named insured will be provided at Buyer’s request. Seller waives all rights of subrogation against Buyer. If Seller fails to maintain such insurance, Buyer will have the right but not the obligation to procure such insurance at Seller’s expense, in which event, Seller will promptly reimburse Buyer for the cost of the relevant insurance premiums paid by Buyer.

14. Non-Disclosure of Confidential Information. Seller will not use Buyer’s proprietary and/or confidential information (collectively, “Confidential Information”) for any purpose other than in the performance of the Order. Information will be deemed to be Confidential Information if it is identified by Buyer as confidential and/or proprietary at the time of disclosure, or if not so identified, should nonetheless be reasonably known by Seller to be confidential and/or proprietary taking into account the nature of the information and the circumstances of its disclosure. Seller will at all times maintain such Confidential Information in confidence and will employ reasonable and appropriate procedures to prevent the unauthorized publication, use and/or disclosure of the Confidential Information, which will in any event, be no less than the measures that Seller uses to protect its own confidential and/or proprietary information. Confidential Information does not include information that: (a) is or becomes generally available to the public without breach by Seller of its confidentiality obligations under this Section; (b) is lawfully received by Seller from a third party without restriction against disclosure; (c) was lawfully known to Seller without restriction prior to disclosure by Buyer; or (d) is independently developed by Seller without use of or reference to the Confidential Information as demonstrated by written evidence. If Seller becomes legally compelled (including by court order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller will (to the extent legally permitted) provide Buyer with
prompt prior written notice of such requirement so that Buyer may seek a protective order or other appropriate remedy and Seller will cooperate with Buyer in this regard.

15. PERSONAL DATA. When collecting, using, disclosing, retaining, exporting or otherwise processing Personal Data in connection with Seller’s performance of the Services, Seller agrees to comply with all applicable privacy and data protection laws, rules and regulations including, as applicable, the European Union data protection directive (Directive 95/46/EC) and succeeding directives or regulations and the data protection laws of each member state of the European Economic Area, including as applicable, the Irish Data Protection Acts 1988 and 2003 in those respective jurisdictions where Seller provides Services and/or collects, uses, discloses, retains, exports or otherwise processes Personal Data. Applicable privacy and data protection laws, rules, and regulations include, but are not limited to, those laws related to the transmission or communication of Personal Data via email, post, telephone, computer, wireless technology, facsimile, or any other means. “Personal Data” means any information which by itself, or in connection with other information that is in, or is likely to come into, a person or entity’s possession, identifies or is capable of identifying a living individual.

16. SAMPLES. If Seller is required to provide samples under the Order, Seller will not supply shipments of Products based on such samples until Buyer has approved in writing Seller’s samples and the processing, fabrication, means of tooling and process methods to be used to manufacture Products based on such samples.

17. DISCLOSURES/WAIVERS. Seller acknowledges and agrees that all disclosures made to Buyer concerning the Products and Services, and all ideas, suggestions, plans, programs, proposals, designs, layouts, constructions, formulae or the like, utilized or embodied or incorporated therein or pertaining thereto, and all discussions, meetings and correspondence, if any, in regard thereto, have been made, submitted and conducted on a completely non-confidential basis, and without any restrictions on Buyer’s use of such information and other disclosures in its business in whatever manner it chooses without obligation to Seller. Seller hereby further agrees that all disclosures to be made by it to Buyer in the future will be similarly made on the aforesaid non-confidential and unrestricted basis, in the absence of advance written notice to the contrary for any specific disclosures which Seller wishes to have considered on any other basis; and Seller further agrees that except to the extent, if any, that it now owns or may later acquire valid patent rights covering the Products or Services, of which patent rights or intention to acquire patent rights it has already given Buyer express notice, it expressly waives any and all intellectual property and other proprietary rights it may claim to have in or to those ideas, suggestions, plans, programs, proposals, designs, layouts, construction, formulae and the like, and without in any way limiting the generality of the foregoing, it recognizes and concedes Buyer’s freedom to obtain the same or similar merchandise, work or services, or improvements or modifications thereon, from other sources, or to manufacture or provide them itself, and to use and/or sell them, in all in desired quantities or volumes, without any obligation whatsoever to Seller.

18. GOVERNING LAW. The Order, these Terms and Conditions and all matters relating thereto will be construed and enforced in all respects in accordance with the laws of Ireland, without regard to any choice or conflicts of law rules that would cause the application of the laws of any other jurisdiction.

19. EXCLUSIVE FORUM. Each party agrees that the courts of Ireland will have exclusive jurisdiction in respect of any and all claims or other matters arising from these Terms and Conditions and the relevant Order; provided, however, that Buyer may seek injunctive relief and/or enforce any judgment of the Irish courts, in any court of competent jurisdiction.

20. DEBARMENT: Seller certifies that it has not been debarred under Section 306 of the Federal Food, Drug and Cosmetics Act and will notify Buyer immediately upon commencement of any department investigation or proceeding against Seller. Seller further certifies that neither Seller nor any of its principals is debarred, suspended, or proposed for debarment from contracting with the U.S. Government and will notify Buyer immediately in the event this status changes.

21. FORCE MAJEURE. Neither party will be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal rights activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

22. NO THIRD PARTY BENEFICIARIES. The Order and these Terms and Conditions have been entered into solely between Buyer and Seller and no third party beneficiaries are created hereby; provided however, that Seller expressly acknowledges and agrees that for purposes of Section 12 (Seller’s Indemnification of Buyer), Buyer is entering into this Agreement both on its own behalf, but also as agent for and on behalf of Buyer’s officers, directors, employees and agents (collectively, the “Buyer Indemnities”) in respect of the exercise and enforcement of all rights, benefits and remedies under Section 12 (but not any obligation or burden) and Buyer will be entitled to enforce the provisions of Section 12, and all rights, benefits and remedies thereunder, for and on behalf of itself and Buyer Indemnites; provided however, that any Buyer Indemnitee will, at its option, be entitled to enforce the provisions of Section 12, and all their rights, benefits and remedies thereunder, directly against Seller. Notwithstanding the foregoing, Buyer and Seller may amend or terminate the Order and/or these Terms and Conditions without the consent of any of Buyer Indemnites.

23. MISCELLANEOUS. Any notice will be deemed given upon the date of electronic delivery or two (2) business days after deposit in the mail, registered or certified, postage prepaid, and addressed to Buyer or Seller. Buyer’s rights and remedies under these Terms and Conditions are cumulative and non-exclusive. If any term or condition in the Order or these Terms and Conditions is deemed to be invalid, illegal or unenforceable under applicable law, such term will, insofar as it is severable from the remaining terms, be deemed deleted from the Order or these Terms and Conditions; the invalidity, illegality or unenforceability, in whole or part, of any term or condition in the Order or these Terms and Conditions will not affect the validity of any other term or condition, nor will the waiver of a breach of any provision contained in the Order or these Terms and Conditions constitute a waiver of any prior or subsequent breach of that provision or the breach of any other provision. No waiver by Buyer will be effective unless made in writing and signed by an authorized representative of Buyer. Seller will not subcontract, assign or transfer the Order nor any obligation, claim or interest under the Order or these Terms and Conditions to any third party or parties except as authorized by Buyer. Buyer may assign or otherwise transfer the whole or any part of the Order and/or its rights and obligations under these Terms and Conditions in its sole
discretion. The Order and these Terms and Conditions supersede any and all previous statements, negotiations, documents agreements and understandings, whether oral or written, relating to the subject matter hereof.

End of Terms and Conditions