

Terms and Conditions of Sale

1. Acceptance

Repligen Corporation's ("Repligen") offer to sell product(s) to Buyer is expressly limited to Buyer's acceptance of these terms and conditions. Any of the following constitutes Buyer's unqualified acceptance of these terms and conditions: (i) written acknowledgement of these terms and conditions; (ii) issuance or assignment of a purchase order for the product(s); (iii) acceptance of any shipment or delivery of Repligen product(s); (iv) payment for any of the product(s); or (v) any other act or expression of acceptance by Buyer. THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER. Our failure to object to provisions contained in any purchase order or other form or document from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provision. In the event of a conflict, a quotation issued to Buyer by Repligen takes precedence over these terms and conditions, and a written contract signed by both of us takes precedence over either.

2. Prices, Taxes and Payment

All prices are firm unless otherwise agreed to in writing. Repligen reserves the right to change the prices and specifications of its products at any time following Repligen's change notification policy, unless otherwise explicitly specified in a written customer product quote. Any tax, duty, custom or other fee imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Repligen is required to prepay any such tax, Buyer will reimburse Repligen. Payment terms shall be net 30 days after shipment by Repligen, in U.S. Dollars. Repligen reserves the right to charge a late fee to invoices outstanding beyond 30 days after shipment. In addition, Repligen reserves the right to require pre-payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. Repligen reserves the right to refuse to sell to any Buyer until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts.

3. Delivery and Shipment

Repligen will make every effort to ship the products or provide the services hereunder in accordance with the requested delivery date, provided that Repligen accepts no liability for any losses or for damages arising out of delays in delivery. Shipment of all products shall be FCA point of distribution (Incoterms 2000) by Repligen, at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Repligen, the amount thereof shall be reimbursed to Repligen. Products shipped with dry ice are subject to a handling charge, which is prepaid by Repligen and added to the invoice.

4. Custom Made-To-Order Products

Repligen may define certain products as Custom Made-To-Order ("CMTO"). Buyer must provide Repligen with product specifications prior to the start of manufacturing a CMTO product. Repligen and Buyer shall agree to all production and testing techniques prior to the start of manufacturing a CMTO product. Buyer must provide a Purchase Order detailing product and delivery schedule for the CMTO product. Purchase Orders for a CMTO product(s) are not cancelable and any corresponding shipments are not returnable unless certified as defective by Repligen.

5. Inspection

Upon your receipt of goods shipped hereunder, Buyer shall inspect the goods and notify our Customer Service Department of any discrepancies between the goods received and the Buyer's Purchase Order. If Buyer shall not have given Repligen written notice of any discrepancy fully specifying and documenting the details thereof within 15 days following Buyer's receipt of goods, the products shall be deemed to have been satisfactorily received by Buyer.

6. Repligen's Standard Warranty

Repligen warrants that its products will meet their applicable published specifications when used in accordance with their applicable instructions or, in the case of CMTO products, will conform to the product description that accompanies each product, until their respective expiration dates or, if no expiration date is provided a period of 6 months from shipment of such goods. REPLIGEN MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Our warranty shall not be effective if we determine, in our sole discretion, that Buyer has altered or misused the goods or have failed to use or store them in accordance with instructions furnished by Repligen. The warranty provided herein and the data, specifications and descriptions of Repligen products appearing in Repligen's published catalogues and product literature may not be altered except by express written agreement signed by an officer of Repligen. Representations, oral or written, which are inconsistent with this warranty or such publications are not authorized and if given, should not be relied upon.

No agent, employee or other representative has the right to modify or expand Repligen's standard warranty applicable to the products or to make any representations as to the products other than those set forth in Repligen's product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of this contract.

In the event of a breach of the foregoing warranty, Repligen's sole obligation shall be to repair or replace, at its option, the applicable product or part thereof, provided the customer notifies Repligen promptly of any such breach. If after exercising reasonable efforts, Repligen is unable to repair or replace the product, then Repligen shall refund to Buyer all monies paid for such applicable product or part. IN NO EVENT SHALL REPLIGEN BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) SUSTAINED BY ANY CUSTOMER FROM THE USE OF ITS PRODUCTS, EVEN IF REPLIGEN WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Where Repligen manufactures CMTO products for Buyer based on instructions, specifications, or other directions provided by Buyer, Repligen is not liable for the lack of sufficiency, fitness for purpose or quality of the goods to the extent attributable to such instructions, specifications, or other directions. We shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control.

7. Authorized Use

The purchase of Repligen products conveys to Buyer a non-transferable right to use the purchased product(s) in compliance with the intended use statement listed on the product data or product information that accompanies each product. Each product also may be accompanied by limited use information or limited use label licenses. Unless otherwise expressly stated in product data or product documentation sheets, Repligen products have not been tested for safety or efficacy.

Buyer shall be completely responsible for: obtaining any necessary intellectual property permission, compliance with any and all applicable regulatory requirements, and conducting all necessary testing required for applicable Buyer processes.

8. Returned Goods

No products may be returned without the express prior written authorization of Repligen. Title to the returned products shall pass to Repligen upon delivery of the products to Repligen's facilities. At our discretion, we may issue a product credit or refund for the product value and shipping charges. The products shall be returned in their original containers with the original Repligen label affixed and unaltered in form and content. Where applicable, Buyer agrees to provide Repligen with interim product temperature and other appropriate storage documentation and to package products with proper refrigerant to maintain required temperatures during transit. All product returns are subject to a restocking charge.

9. Technical Advice

Repligen may, at Buyer's request, furnish technical assistance, advice and information with respect to the products, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at Buyer's risk and which is provided subject to the disclaimers and limitations of liability contained herein.

10. No Assignment

Orders are not assignable or transferable, in whole or in part, without the express written consent of Repligen.

11. Typographical Errors

Stenographical, clerical or computer errors on the face of any Repligen invoice shall be subject to correction by Repligen.

12. Third Parties

Nothing in this document is intended to create any rights in third parties against Repligen.

13. Compliance with Laws and Regulations

We certify that to the best of our knowledge our goods are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders, including applicable requirements of the Fair Labor Standards Act of 1938, as amended. Repligen is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status.

14. Modification, Waiver of Breach

This contract may be modified and any breach hereunder may be waived, but only in writing and signed by the party against whom enforcement thereof is sought. The waiver by either party of any provision of these Terms and Conditions shall not operate as a waiver of such provision at any other time.

15. Governing Law

This contract shall be governed by and construed in accordance with the laws (other than those relating to conflict of laws questions) of the Commonwealth of Massachusetts.

16. Arbitration

Any and all disputes or controversies arising under, out of or in connection with this contract or the sale or performance of the products shall be resolved by final and binding arbitration in Boston, Massachusetts under the rules of the American Arbitration Association. The arbitrators shall have no power to add to, subtract from or modify any of the terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts in Boston, Massachusetts, to whose jurisdiction for such purposes Repligen and Buyer each hereby irrevocably consents and submits.

17. Compliance with Foreign Corrupt Practices Act

Buyer acknowledges that Repligen is a United States corporation and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 *et seq.* (the "FCPA"), which prohibits the making of corrupt payments. Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause Repligen to be in violation of, the provisions of the FCPA.

18. Severability

If any provision of these terms and conditions is held illegal, invalid, inapplicable or unenforceable, such provision shall be deemed severed from these terms and conditions, the remainder of which shall remain in full force and effect.

19. Entire Agreement

These Terms and Conditions of Sale shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of Repligen products and supersedes all prior and contemporaneous understandings or agreements of the parties.