

Repligen Corporation Terms and Conditions of Procurement

1. Entire Agreement and Acceptance.

- 1.1. **These Terms and Conditions of Procurement (“Terms”) will constitute the final, complete and exclusive statement of the terms governing the purchase and sale of vendor, including its subsidiaries and affiliates, (collectively “Vendor”) products and services (collectively “Products”) to Repligen Corporation, including its subsidiaries and affiliates (“Buyer”).**
- 1.2. Buyer’s agreement to purchase Products is expressly conditioned on Vendor’s acceptance of these Terms. If applicable to a Product, Vendor’s end user software license, available with the Product or online, is incorporated in these Terms.
- 1.3. Any of the following constitutes Vendor’s unqualified acceptance of these Terms: (1) written acknowledgement of these Terms; (2) express or implied acceptance of a purchase order for any Products; (3) shipment of Products or performance of installation, maintenance, training or repair services (“Services”); or (4) any other act or expression, in writing, of acceptance by Vendor.
- 1.4. **THESE TERMS WILL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON VENDOR’S WEBSITE, PROPOSAL, QUOTATION, OR ANY DOCUMENT SUBMITTED BY VENDOR, INCLUDING WITHOUT LIMITATION ANY ACKNOWLEDGEMENT WHETHER OR NOT SIGNED BY BUYER.** Buyer’s failure to object to any provisions contained in any proposal, quotation, acknowledgement or other document from Vendor will not be construed as a waiver of these Terms nor an acceptance of any such provisions. In the event of a conflict, these Terms take precedence and will govern, unless the parties agree otherwise by written amendment duly executed by both parties.

2. Definitions.

- 2.1. “Affiliate” of a party means any corporation or partnership or other entity that directly or indirectly Controls, is Controlled by or is under common Control with such party, where “Control” (and its correlatives) means the legal power to direct or cause the direction of the general management or partners of such entity whether through the ownership of voting securities, by contract or otherwise.
- 2.2. “Certificate of Analysis” (“COA”) means that certain document that is associated with a Product Lot that provides *inter alia* the Specifications and the results of testing to demonstrate conformance of such Product Lot with the Specifications.
- 2.3. “Custom Made-to-Order” (“CMTO”) means certain Products shall be considered “Work Made For Hire” for the sole and exclusive use of Buyer as Buyer sees fit and for any purpose. Such CMTO Products are tailored to Buyer’s specific needs whether or not in accordance with Buyer’s specifications.
- 2.4. “Lot” means a production batch of Product that has identical Specifications and which is made under a single batch record and identified by lot number.
- 2.5. “Specifications” means the agreed-upon specifications and acceptance criteria of the Products.

3. Prices, Taxes and Payment.

- 3.1. Prices specified in a written quotation from Vendor to Buyer for Products shall be honored for thirty (30) days.
- 3.2. Any tax, duty, custom, bank, VAT or other fee imposed upon this transaction by any federal, state or local government authority will be paid by Buyer in addition to the price quoted or invoiced. If Vendor is required to prepay any such tax, duty, custom or other fee, Buyer will reimburse Vendor. Buyer shall have sole responsibility to submit a resale or tax exempt certificate to claim an exemption. Once a resale or tax exempt certificate has been submitted, Vendor will maintain a copy of the certificate on file for future reference.
- 3.3. Payment terms are net forty-five (45) days after date of receipt in the currency specified in the Buyer purchase order. Vendor will issue invoices on or after date of shipment.

4. Orders, Delivery and Shipment.

- 4.1. Buyer may order Product by issuing purchase orders. Vendor shall confirm all purchase orders for Product issued by Buyer within seven (7) days of receipt, provided that any confirmation shall not be withheld if a purchase order is provided at least thirty (30) days prior to the required delivery date and in any case not unreasonably withheld. Any Buyer Affiliate may place purchase orders for Product directly with Vendor. Product shall be delivered to the facility designated on the relevant purchase order by the delivery date stated in the relevant purchase order.
- 4.2. Vendor will ship Products or provide Services in accordance with the requested delivery date indicated on Buyer’s purchase order. Vendor shall notify Buyer of any anticipated delay in shipment of Product or performance of Services and provide Buyer with an expected delivery or service date (as the case may be). If the revised delivery or service date shall fall more than seven (7) days after the delivery or service date set forth on the applicable purchase order, the parties shall convene in good faith to discuss mitigation of delays and alternative solutions. In addition, if Buyer fails to deliver the total quantity of Product ordered by Buyer, or perform the Services requested by Buyer, in any confirmed purchase order by the date set forth on the applicable purchase order, then at Buyer’s election: (i) Buyer may cancel the purchase order and (a) Supplier shall refund any prepayments within ten (10) days, and (b) in addition, or (ii) Vendor shall ship replacement Product by air freight at Vendor’s expense on a mutually agreed revised delivery date.
- 4.3. Vendor shall package Product for shipping in accordance with Buyer’s instructions on the relevant purchase order. All Product shall be shipped to Buyer within twelve (12) months of its release date. For clarification, all Product shall be shipped to Buyer within twelve (12) months of its original release date or retested and a new COA issued. In the case of re-issue of a new COA, all Product shall be shipped to Buyer within twelve (12) months of the date of the new COA. All shipments of Product shall be made FCA Free Carrier (INCOTERMS 2010) from Vendor’s manufacturing facility to the destination specified by Buyer on the relevant purchase order, with Buyer to specify the carrier and amounts of

Repligen Corporation Terms and Conditions of Procurement

insurance. Vendor shall arrange for the on-time pick up by such carrier and complete any documentation required for export to the destination specified. Ownership, right to possession, title to and all risk of loss shall transfer to Buyer upon delivery to the carrier. Vendor may invoice Buyer for reimbursement of carrier and insurance costs. Each shipping container or carton shall be marked as to the quantity, the contents and any other information as required by the relevant purchase order and applicable law.

4.4. Unless otherwise agreed to by Buyer in advance, Vendor may not make partial shipments of Product to Buyer.

5. Custom Made-to-Order Products.

5.1. Buyer may cancel or change accepted purchase orders for CMTO Products, however, Buyer will be required to pay for any direct costs incurred by Vendor expended to date to fulfill such order(s).

5.2. Buyer may define certain Products as CMTO. Buyer must provide Vendor with a purchase order containing the mutually agreed product specifications and delivery schedule prior to the start of manufacturing of a CMTO Product. Vendor and Buyer must agree to all production and testing techniques prior to the start of manufacturing of a CMTO product.

5.3. Vendor hereby irrevocably assigns all ownership rights in and to CMTO Products to Buyer, including, but not limited to, the creation and development of ideas, artwork, designs, schematics, plans, documents, concepts, inventions, devices, samples, prototypes, and improvements designs. If any portion of the CMTO Products cannot be assigned under patent law, copyright law, or otherwise, Vendor hereby grants to the Buyer an exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, modify, adapt, alter, translate, improve, create derivative works of, practice CMTO Products in any manner. Vendor shall not: (a) practice, display, copy, reproduce, distribute, transfer, modify, adapt, alter, translate, improve, or create derivative works from, or otherwise use, CMTO Products, or (b) incorporate any CMTO Products, or portion of the CMTO Products, into any product or invention without Buyer's prior express written permission.

6. Inspection.

6.1. Buyer will inspect the Products upon receipt and notify Vendor's Customer Service Department of any discrepancies between the Products received and the Buyer's purchase order within ten (10) business days after receipt.

7. Vendor's Warranty.

7.1. **Vendor warrants to Buyer that at the time of delivery: (1) Products will meet the applicable published specifications when used in accordance with the applicable instructions or, in the case of CMTO Products, will conform to the mutually agreed upon product specifications, in each case for a period of twelve (12) months from shipment of the Products unless otherwise specified in writing, and (2) Services will be performed with the customary care required in published standards for the relevant industry ("Warranty").**

7.2. The Warranty and the applicable Specifications for the Products may not be altered except by express written agreement signed by an authorized representative of Buyer.

7.3. In the event of a breach of the Warranty for a Product, Vendor shall, at Buyer's sole option: (i) repair the Product, (ii) replace the Product, or (iii) refund to Buyer the amount paid for the Product.

7.4. If there is a breach of the Warranty for Services, Vendor shall, at Buyer's sole option: (i) re-perform the Services, or (ii) refund to Buyer the amount paid for the Services.

8. Intellectual Property.

8.1. **If the intended use as set forth in the applicable Product documentation of any Product sold by Vendor to Buyer becomes the subject of a third party suit alleging that such use infringes a valid patent in the country of manufacture or sale or constitutes a misappropriation of a trade secret ("Infringement Claim"), Buyer shall promptly notify Vendor in writing, permit Vendor the sole right to defend, and, at Vendor's request and expense, reasonably cooperate with Vendor.**

8.2. If Buyer notifies Vendor of an Infringement Claim, or if in Vendor's opinion the intended use of the Vendor Product may become the subject of an Infringement Claim, Vendor may take any action or no action as Vendor deems appropriate in its sole discretion, including without limitation: (1) procuring for Buyer the right to continue practicing the intended use of the Product; (2) replacing or modifying any Product so that the intended use becomes non-infringing; or (3) requiring Buyer to return any Product that is the subject of the Infringement Claim and upon return, refund to Buyer the price actually paid by Buyer for the returned Product.

8.3. Vendor will have no obligation under this Section 8 for any Infringement Claim based upon, arising from or caused by: (a) the use of any Product in combination with any system, media or material not provided by Vendor or not intended for use with the applicable Products, or any modification to any Product made by Buyer or a third party, or made by Vendor at the request or direction of Buyer, if such Infringement Claim would not have occurred but for such combination or modification; (b) any use of any Product other than for the express use for which the Product is sold by Vendor as set forth in these Terms or applicable Product documentation; or (c) Buyer's continued use of any Product after Buyer's receipt of notice of an Infringement Claim.

8.4. THE FOREGOING STATES THE ENTIRE LIABILITY OF VENDOR, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OR CLAIMED MISAPPROPRIATION OF ANY TRADE SECRET, BY ANY AND ALL PRODUCTS OR ANY PART THEREOF OR USE THEREOF.

8.5. Buyer agrees to be responsible for any liability or loss incurred by Vendor as a result of Vendor's manufacture of a CMTO Product based on Buyer's product specifications, Buyer's modification or use of any Product other than as

Repligen Corporation Terms and Conditions of Procurement

specified in the applicable Product documentation and/or for any use requiring third party permission.

9. Limitation of Liability.

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY 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, LOSS OF BUSINESS, LOSS OF GOODWILL, REPLACEMENT COSTS OR LOSS OF USE) SUSTAINED BY THE OTHER PARTY UNDER THESE TERMS OR FROM THE USE OF PRODUCTS OR VENDOR'S PERFORMANCE OF SERVICES, EVEN IF SUCH PARTY WAS NOTIFIED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VENDOR BE LIABLE ANY DIRECT DAMAGES IN EXCESS OF ONE MILLION DOLLARS (\$1,000,000).

10. Returned Products.

10.1. Products may be returned at Buyer's sole option.

11. Change Notification/Security of Supply.

In the event Vendor is a supplier of raw material for an end product manufactured by Buyer:

11.1. Vendor shall not make any Material Change in or to a Product purchased by Buyer without first giving Buyer not less than six (6) months prior written notice of the change (or, if the change is required by a regulatory body or is necessary to address a health or safety concern, such prior notice as is feasible, but in any event not less than twenty (20) days prior notice). "Material Change" means:

- a) Change in third party vendor(s), or specification or country of origin of components or raw materials of third party vendor(s);
- b) Change in equipment or production process or location;
- c) Change in quality control methods or finished material specification;
- d) Change in storage and shipment conditions;
- e) Change in labelling or packaging;
- f) Change in shelf life;
- g) Change in Material Data Sheet if applicable, Product label content or kit protocol;
- h) Change to Product fit, form, or function;
- i) Change in design, formulation, raw materials or components;
- j) Change of country of manufacture;
- k) Change that would or could affect the use or compatibility of the Product with other materials or substances;
- l) Change in part numbers; and/or
- m) Change in Product documentation (including any certificate of analysis).

11.2. Vendor's notice of Material Change shall describe the changes to be made in reasonable detail, and shall be delivered to customerserviceus@repligen.com, with a copy to Buyer's supply chain contact and Buyer's quality contact, or substitute contact(s) designated by Buyer in writing. If requested by Buyer, Vendor, at its cost and expense, shall deliver to Buyer as soon as feasible before the Material Change is commercially implemented, samples of the Product with the proposed Material Changes implemented for evaluation by Buyer. The sample Product must be fully representative of the Product with respect to which the change has been implemented.

11.3. Prior to implementing any Material Change in any Product purchased by Buyer, Vendor shall afford and hereby grants to Buyer the right to make a special "lifetime" purchase of such Product up to 100% of the previous four (4) quarters' actual purchases of such Product without the Material Changes implemented by manufacturing and delivering to Buyer such quantity of such Product without the Material Changes implemented as Buyer orders in a purchase order furnished to Vendor no later than sixty (60) days after Vendor has delivered to Buyer written notice of the change.

12. Shortage of Supply.

In the event Vendor is a supplier of raw material for an end product manufactured by Buyer:

12.1. If Vendor is unable to supply Product in the amounts set forth in the purchase order, Vendor shall immediately notify Buyer in writing and provide an anticipated delivery date. Vendor shall use commercially reasonable efforts to mitigate against any supply shortages that may impact Vendor's supply of Product and shall provide Buyer with immediate, written notice of any anticipated, future supply shortages (such notice shall include the expected resolution date of any supply shortages if and when known). If Vendor experiences a shortage of supply of Product greater than thirty (30) days in duration for any reason, Buyer shall receive, in addition to any other remedies afforded to it within these Terms or by law or in equity, a pro rata share of Product, to be allocated by Vendor among Buyer and Vendor's other customers based on the ratio of use of Product required for Buyer's Purchases of all Product and the other customers' use of Product required for purchases of their respective Product during the previous calendar year to the total available Product.

13. Discontinuation of Product.

In the event Vendor is a supplier of raw material for an end product manufactured by Buyer:

13.1. Vendor shall not discontinue supplying a Product purchased by Buyer without first giving Buyer as much notice as possible, but not less than one (1) year prior written notice of the discontinuation.

13.2. Prior to implementing a discontinuation of a Product purchased by Buyer, Vendor shall afford and hereby grants to Buyer the right to make a special "lifetime" purchase of such Product up to 100% of the previous four (4) quarter's actual purchases of such Product by manufacturing and delivering to Buyer such quantity of such Product as Buyer

Repligen Corporation Terms and Conditions of Procurement

orders in a purchase order furnished to Vendor no later than sixty (60) days after Vendor has delivered to Buyer written notice of the discontinuation.

14. Installation or Technical Assistance.

14.1. When Buyer purchases a Product, Buyer may request Vendor provide installation, training, maintenance, repairs or other services.

15. Compliance with Laws and Regulations.

15.1. Vendor certifies that, to its knowledge, the Products are produced in material compliance with applicable federal, state, and local laws and regulations, including applicable requirements of the Fair Labor Standards Act of 1938, as amended.

15.2. Vendor and Buyer understand and acknowledge that United States corporations are 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. and the laws of the foreign countries in which the parties conduct business, including the UK Bribery Act and similar anti-corruption laws of other nations (each and collectively, "Anti-Corruption Laws"), which prohibit the making of corrupt payments.

15.3. Under the Anti-Corruption Laws, 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 understands and acknowledges that the Anti-Corruption Laws applies to all Vendor's offices, operating segments, divisions, subsidiaries, and affiliates worldwide, and also applies to third parties that represent Vendor, including without limitation consultants, sales agents, joint-venture partners, representatives, distributors, contractors, and other business partners.

15.4. Buyer further understands and acknowledges that it has an obligation to abide by the Anti-Corruption Laws and that it is familiar with the provisions of Anti-Corruption Laws. Buyer hereby agrees that it will not take or permit any action that will either constitute a violation under, or cause Vendor to be in violation of, the provisions of Anti-Corruption Laws, including without limitation, that Buyer, its affiliates and their respective employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such an official to use his/her influence to affect any such governmental act or decision in order to assist Buyer in obtaining, retaining or directing any business relating to Vendor's Products. Buyer shall run appropriate anti-money laundering and other checks to prevent illegal transactions occurring in relation to Vendor Products and in any event, no less than is required by applicable law and regulation. Buyer shall not make any sales of Products to persons or entities that fail such checks.

15.5. In addition to all other contractual, legal and equitable remedies, Vendor has the right to instruct Buyer to stop marketing, offering to sell, selling, distributing and otherwise supplying Vendor Products on notice from Vendor if Vendor or any its licensors, after performing reasonable diligence, provides reasonable written documentation in reasonable detail to Buyer demonstrating that the Buyer or any Buyer affiliate or any of their respective employees or agents is not complying with Anti-Corruption Laws.

15.6. Notwithstanding any other provision of this Agreement, if Vendor becomes aware of what it determines in good faith to be a breach of this Section 15 with regard to Anti-Corruption Laws, Vendor is entitled to terminate this Agreement, and any other agreement between the parties, with immediate effect and without liability to Buyer.

15.7. Buyer agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export to any countries, or release to a national of a restricted country, of any technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). Certain Vendor Products are export-controlled, and Buyer will require US export licenses to export same to certain countries and must restrict access to permitted users.

15.8. Vendor 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.

15.9. Vendor certifies that it complies with the European General Data Protection Regulation (GDPR) when applicable.

16. Dispute Resolution.

16.1. Any and all disputes arising out of, resulting from or relating to these Terms or the sale or performance of the Products will be first escalated to senior management for resolution. If senior management does not resolve the dispute within sixty (60) days after written notice of a dispute by either party, either party may initiate mediation.

16.2. Each party commits to attending at least one mediation session and participating in good faith in the mediation process for a period of sixty (60) days; however, each party reserves the right to initiate court proceedings at any time to seek injunctive or other temporary relief.

16.3. If a party initiates mediation, the parties will engage in non-binding mediation before a sole mediator ("Mediator") selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("JAMS"), with such mediation to be held in the neutral location determined by the Mediator. A representative of each party with authority to resolve the dispute will participate in the mediation. The parties will share the costs of the Mediator and mediation equally, except that each party will pay its own attorneys' fees and expenses.

Repligen Corporation Terms and Conditions of Procurement

- 16.4. If the representatives of the parties have not been able to resolve the dispute within such sixty-day period: (1) for end users located in the United States, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in Boston, Massachusetts regarding any disputes arising out of, relating to or resulting from this Agreement, and (2) for end users located outside the United States, any dispute will be resolved by final and binding arbitration under the then current procedural Commercial Arbitration Rules of the International Chamber of Commerce. The place of arbitration will be London, England, and the language of the arbitration proceeding will be English. Any award rendered in such arbitration may be enforced by either party in any court of competent jurisdiction, to whose jurisdiction for such purposes each party hereby irrevocably consents and submits. The arbitrators' decision will be final and nonappealable, except as provided in the appeal procedures under the Commercial Arbitration Rules or applicable law. Notwithstanding anything to the contrary in this Agreement, either party may apply to a court of competent jurisdiction for a preliminary injunction or other equitable relief at any time.
- 17. Governing Law.**
- 17.1. For customers in the United States, these Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, but without giving effect to its conflict of laws provisions.
- 17.2. For customers in the United Kingdom, these Terms will be governed by and construed in accordance with the laws of England, but without giving effect to its conflict of laws provisions.
- 17.3. For customers in Europe, these Terms will be governed by and construed in accordance with the laws of Switzerland, but without giving effect to its conflict of laws provisions.
- 17.4. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 18. General.**
- 18.1. Orders are not assignable or transferable, in whole or in part, without the express prior written consent of Buyer.
- 18.2. Nothing in this document is intended to create any rights in third parties against Buyer.
- 18.3. These Terms may be modified and any breach 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 will not operate as a waiver of such provision at any other time.
- 18.4. If any provision of these Terms is held illegal, invalid or unenforceable, such provision will be deemed revised to the maximum extent lawfully permissible, and the remainder of these Terms will remain in full force and effect.
- 18.5. In these Terms, words in the singular include the plural and vice versa. The headings are only for convenience.
- 18.6. Clerical or computer errors on the face of any Vendor invoice will be subject to correction by Vendor.