

TERMS & CONDITIONS
Albany Molecular Research, Inc

1. **AGREEMENT AND ACCEPTANCE:** The entire agreement (the "Agreement") between Albany Molecular Research, Inc. ("AMRI"), and the Customer consists of: (i) AMRI's proposal for the products, materials, services, goods (collectively "Proposal"), and (ii) these Terms and Conditions provided by AMRI. For purposes of this Agreement, any documentation, report, product, material or good provided to Customer in the performance of Services shall be referred to as "Deliverables" or "Deliverable" and AMRI's performance of any services, including but not limited to providing synthetic and natural product chemical research and analysis, bio-assay development and screening, chemistry and bioscience consulting, medicinal chemical synthesis, computational chemistry services, parallel synthesis, manufacturing of specialty chemical products, process development, synthesis of compounds in accordance with current Good Manufacturing Practices ("cGMP"), analytical method development, validation, and release testing, stability studies, and related scientific or manufacturing services shall be generally referred to as "Services". The Agreement shall become binding when accepted by Customer either by acknowledgment or at the time performance of the services begins. Any terms and conditions proposed by the Customer which are additional to or inconsistent with the Terms and Conditions contained in the Agreement shall be void. In the event a Master Services Agreement (the "MSA") is in place between the parties, the MSA will govern over any Terms and Conditions.

2. **DELIVERY SCHEDULE; QUANTITIES; DELAYS IN DELIVERY:** All deliveries shall be made in accordance with any timelines set out in the Proposal. AMRI shall not, however, be liable for delay due to causes beyond AMRI's reasonable control and without its fault or negligence, provided, AMRI exercises reasonable diligence in notifying Customer of the conditions which are causing the delay. In the event Customer requests that any given shipment be delayed beyond the intended shipment date, AMRI will store the material for up to 30 days free of charge; in such event, title and risk of loss to the material shall transfer to Customer upon the earlier of transfer to storage or delivery of the Certificate of Analysis.

3. **TRANSPORTATION, PACKAGING AND SHIPPING:** Unless otherwise specified in the Proposal, Deliverables shall be delivered FCA AMRI's facility (Incoterms, 2010). Title and risk of loss of any Deliverable shall pass to Customer at the earlier of (i) delivery of the Deliverable, or (ii) delivery of a Certificate of Analysis (or other tangible quality deliverable). AMRI herein represents that if mutually agreed in a Proposal, the Deliverables ordered by the Customer are packed in containers and bearing labels, if necessary, which conform to the regulations of the Department of Transportation in effect at the time of shipment. All Deliverables shall be prepared for shipment and packed to prevent damage or deterioration, secure lowest transportation rates, and comply with carrier tariffs.

4. **CONFIDENTIAL INFORMATION:** The exchange of Confidential Information shall be governed by the Confidentiality Agreement (the "CDA") in place between the parties. If there is no CDA in place, then the following applies: The Parties anticipate that they will exchange proprietary and confidential information during the term of this Agreement. The Parties shall treat all information (whether written or oral) exchanged hereunder as confidential, and each Party shall use the same degree of care used to protect and maintain its own confidential or proprietary information from unauthorized use or disclosure. Neither Party shall use the other Party's proprietary or confidential information for any purpose other than in performance of this Agreement. Neither Party shall disclose the other Party's confidential or proprietary information to any third party without prior written permission from the disclosing Party. The receiving Party may disclose the other Party's confidential or proprietary information to its employees and officers requiring access thereto solely as necessary to perform the Services, provided that each such employee and officer is bound by a written agreement to maintain the confidential or proprietary information in strict confidence and to use such information solely to perform the Services.

5. **PAYMENT:** Unless otherwise specified in the Proposal, AMRI will invoice Customer at least monthly for Services, and upon delivery of any Deliverables, with payment due thirty (30) days from the date of invoice.

6. **WARRANTIES: CUSTOMER WARRANTS THAT ANY PRODUCT, MATERIALS, PROCESSES, AND THE LIKE FURNISHED TO AMRI UNDER THE AGREEMENT FOR THE PERFORMANCE OF SERVICES ("CUSTOMER MATERIALS") WILL NOT INFRINGE ON ANY EXISTING PATENT, TRADEMARK OR COPYRIGHT. UNLESS OTHERWISE STATED HEREIN, AMRI DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED BY STATUTE OR IN WRITING, REGARDING THE SERVICES OR THE DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING THEIR FITNESS FOR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR THEIR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON OR ENTITY, INCLUDING EMPLOYEES OR REPRESENTATIVES OF A PARTY HERETO, THAT ARE INCONSISTENT HERewith, SHALL BE DISREGARDED AND SHALL NOT BE BINDING ON SUCH PARTY.**

7. **LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR ANY PROPOSAL, INCLUDING WITHOUT LIMITATION ANY BREACH OF A WARRANTY CONTAINED HEREIN OR OF ANY OBLIGATION TO PERFORM SERVICES OR TO PROVIDE DELIVERABLES BY A SPECIFIED TIME. LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT BE DEEMED TO LIMIT EITHER PARTY'S INDEMNITY OR INSURANCE OBLIGATIONS UNDER THIS AGREEMENT.**

8. **CHANGES:** Customer reserves the right to request changes to the Services being performed pursuant to this Agreement or a Proposal including, without limitation, changes in drawings, specifications and delivery (“Change Orders”). AMRI may agree to comply with such Change Orders. If such Change Orders result in an increase in AMRI’s cost or in the time for performance, an equitable adjustment in the price or time for performance shall be made in writing to Customer and a claim for additional compensation hereunder will be asserted in a timely manner. Prior to AMRI’s acceptance or rejection of the Change Order, the parties shall discuss and agree in writing to any appropriate price and/or time adjustments.

9. **INSURANCE:** Each Party shall procure and maintain at its own expense appropriate product and commercial liability insurance with respect to the conduct and performance of the Services under each Proposal and/or this Agreement and use or sale of the Deliverables, as each Party customarily maintains with respect to similar activities. Customer shall maintain insurance on all materials that it has or retains title to.

10. **FEDERAL, STATE AND LOCAL TAXES:** Any taxes, duties or fees applicable to the sale, export or imports of Customer Materials or Deliverables or related to the performance of Services shall be borne solely by the Customer. In the event AMRI has paid taxes, duties or fees relating to the sale, export or import of any Deliverable and Customer is entitled to receive a credit for such taxes, duties or fees, Customer agrees to reimburse AMRI.

11. **INDEMNIFICATION:** Customer shall indemnify and hold AMRI, its Affiliates and their directors, officers, employees and agents (“AMRI Indemnitee”) harmless from and against any and all third party claims, damages, liabilities, losses, costs and expenses, including but not limited to attorneys’ fees (collectively, “Claims”) arising from or related to: (i) Customer’s or a third party’s use or sale of the Deliverables or results of the Services, or Customer’s or a third party’s manufacture, use or sale of any product or service incorporating the Deliverables, including without limitation any Claims attributable to any product incorporating Deliverables or other Customer product (whether based on strict liability, inherent design defect, negligence, failure to warn, breach of contracts or any other theory of liability); (ii) any Claims that any Deliverable or Customer materials infringe a third Party’s patent or other intellectual property rights; (iii) any negligence or misconduct of Customer or any of its directors, officers, employees, or agents (“Customer Indemnitee”); and (iv) Customer’s failure to comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities; except to the extent that such Claim is caused by the gross negligence or willful misconduct of AMRI Indemnitees.

12. **ASSIGNMENT:** Customer may not transfer or assign, by operation of law or otherwise, its rights or obligations under this Agreement or any Proposal, in whole or in part, without AMRI’s written consent. AMRI’s consent shall not be unreasonably withheld.

13. **TERMINATION FOR CONVENIENCE:** Except as otherwise specified in a Proposal, either Party may, at any time upon 30 days’ written notice, terminate this Agreement in whole or in part regardless of whether there is a default under this Agreement. Such written notice shall state the extent and the effective date of termination. Each party shall take all necessary steps to mitigate any losses that might incur on account of such termination. Termination by AMRI under this Section shall be without prejudice to any claims AMRI may have against Customer.

14. **TERMINATION FOR DEFAULT:** Each of the following events shall constitute a default by Customer for purposes of this Agreement (a) the insolvency of Customer, (b) any assignment for the benefit of creditors of Customer, (c) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Customer, (d) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Customer, and (e) failure by Customer to comply with any of the provisions of the Agreement, and (g) proof that any representations by Customer were false when made. In the event of a default by Customer which is not cured within thirty (30) days of receiving a notice of default, AMRI may terminate this Agreement in writing.

15. **EFFECT OF TERMINATION:** Upon termination, Customer’s obligation to AMRI shall be set forth in a final invoice and may include (a) Deliverables previously delivered to Customer, (b) completed or in process Services or Deliverables not yet delivered, and (c) the actual costs and non-cancellable costs incurred by AMRI.

16. **WAIVER:** No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the Parties hereunder are cumulative and in addition to those which the Parties have at law or in equity. AMRI’s failure to object to any provision contained in any communication from Customer shall not be deemed an acceptance of such provision or a waiver of any provision of this Agreement.

17. **COMPLIANCE WITH LAWS:** Customer shall, in the performance of the Agreement, comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities.

18. **BRIBERY AND CORRUPT PRACTICES:** AMRI is committed to complying with all applicable anti-corruption laws, regulations and policies worldwide. AMRI expects its customers, suppliers and business partners to comply with all such laws that prohibit the making, offering or promise of any payment or anything of value, directly or indirectly, to a government official or a government agency (“Officials”), when the payment is intended to influence an act or decision or the retention of business. Accordingly, Customer represents, agrees and warrants that it shall comply with all applicable anti-corruption laws, rules and regulations, including but not limited to the United States Foreign Corrupt Practices Act and the UK Bribery Act, and that it shall not make any payment of money, gifts, services or anything of value either directly or indirectly, to an Official, when the payment is intended to influence an act or decision or the retention of business.

19. **FORCE MAJEURE:** AMRI shall not be liable for, or in connection with, any failure or delay in performance due wholly or partly to any strike, lock out or industrial disturbance at or affecting AMRI’s premises, or to any contingency whatsoever beyond its control (e.g., flood, fire, etc.) which prevents or hinders AMRI from performing the services as provided for under the Agreement.

20. **LEGAL EXPENSES:** If any legal action is initiated by or against AMRI with respect to this Agreement or any underlying Services or Deliverable, Customer will reimburse and/or indemnify, as applicable, AMRI for any and all legal expenses, including attorney’s fees, incurred in said legal action.

21. **GOVERNING LAW; ARBITRATION:** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law. All disputes arising from or related to this Agreement may be submitted to arbitration in Albany, New York (or at a location agreed to by AMRI) under the rules then prevailing of the American Arbitration Association and judgment may be entered on any award in a court of competent jurisdiction. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.