

REGENERON PHARMACEUTICALS, INC.  
PURCHASE ORDER TERMS AND CONDITIONS

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT ("TERMS") CONCERNING THE MATERIALS AND/OR SERVICES TO BE PROVIDED BY SELLER (AS DEFINED BELOW) TO REGENERON PHARMACEUTICALS, INC. ("BUYER"). IT MAY NOT BE AMENDED, SUPPLEMENTED, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN RESPONSES SENT BY THE PARTY PROVIDING THE MATERIALS AND/OR SERVICES ("SELLER") ARE HEREBY REJECTED AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF. NOTWITHSTANDING THE FOREGOING, ONLY IN THE EVENT THAT BUYER AND SELLER HAVE EXECUTED A MASTER SERVICES AGREEMENT OR OTHER AGREEMENT THAT HAS BEEN SIGNED BY BOTH PARTIES AND CONTAINS TERMS CONCERNING THE MATERIALS AND/OR SERVICES TO BE PROVIDED BY SELLER, THEN SUCH OTHER AGREEMENT SHALL CONTROL AND SUPERSEDE THE TERMS HEREOF.

1. MATERIALS. Seller represents and warrants that all materials, goods, supplies, processes, and equipment (herein collectively referred to as "Materials" or "Goods") delivered and services furnished hereunder will conform with all applicable laws, that Materials, the process by which they are made and the use for which they are specifically designed by Seller will not infringe any patent; and that each chemical substance sold hereunder has been reported to the EPA, as required by the Toxic Substances Control Act and Regulations, for inclusion in the inventory of chemical substances compiled by the Administrator of the EPA. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents and Seller shall, upon notification, promptly assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents or vendors by reason of the use or sale of any Materials furnished hereunder (which are not of Buyer's design) for actual or alleged violation of such laws, infringement of patents or trade secrets, or for alleged unfair competition resulting from similarity of design, trademarks or appearance. Seller further shall indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from and against any and all expenses, losses, claims, royalties, profits and damages, including court costs and attorney's fees resulting from the bringing of such suit or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceedings and may be represented by its own counsel in any such suit or proceeding if it so desires.

2. OTHER SOURCES. In case of default by Seller, in addition to any other rights Buyer may have, Buyer may obtain Materials and services from other sources and hold Seller responsible for any damage occasioned thereby.

3. QUALITY AND SPECIFICATIONS. Seller represents and warrants that Materials furnished by it shall (except when otherwise specified on the face of the purchase order issued by Buyer) be new and of first quality grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that Materials are fit for the purpose for which they are purchased and will meet specifications, if any. Seller is responsible for and will make good any defects in workmanship and/or Materials covered by the purchase order issued by Buyer (the "Purchase Order"), which defects become apparent within 12 months from the date of putting same into service (or such longer time, if Seller's warranty is longer). Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of Materials or specifications, by reason of acceptance by Buyer.

4. INSPECTIONS. Materials are subject to inspection and test by Buyer and ultimate purchaser at the plant where they are manufactured. Buyer and any persons authorized by it may inspect and test all relevant records, information, materials, facilities and workmanship related to the performance of this Purchase Order at any reasonable time before, during or after manufacture and/or commencement of the services, notwithstanding any prior payment or inspection. To facilitate inspection at Seller's facilities, Seller agrees to notify Buyer at least seven (7) days before beginning production and before final testing of the Goods. All Goods and other deliverables are subject to a final inspection and acceptance at the specified destination, notwithstanding any payments or any inspection at the source. Such final inspection and acceptance shall not be applicable in the event of any latent defects or fraud, and shall not affect Seller's warranty obligations. Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all Goods not conforming to the warranties. In the event any Goods are not in full compliance with the warranties, Buyer, may, at its option and without limitation on any and all other remedies available to it, require Seller to (1) repair or replace at

Seller's expense any Goods that fail to comply with the warranties, or (2) refund the price of any such nonconforming Goods.

5. APPLICABLE LAWS. Seller warrants that no law, rule, regulation, or ordinance of the United States, any state, or any other governmental agency including but not limited to OSHA, the Fair Labor Standards Act (including, without limitation Sections 6, 7 and 12 thereof) and Executive order 11246, as amended, will be violated in the manufacture, production or sales of the Materials or in the performance of related services covered in this Purchase Order, and Seller will indemnify, defend and hold Buyer harmless from loss, cost, and damages as a result of any such actual or alleged violation.

6. PAYMENT. Invoices and bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Purchase Order number must be stated on all invoices in order to ensure prompt payment. Invoices may be returned to Seller if valid Purchase Order number is not referenced on invoice. Payments shall be due 30 days from receipt of an invoice for all undisputed amounts set forth in the Purchase Order. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated on the face of this Purchase Order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller. If this Purchase Order requires Seller to furnish, for a lump sum, Materials or services, Seller shall furnish Buyer with reconciliation of such amount that Buyer may reasonably require. If there are any packing, storage, transportation or delivery charges payable by Buyer, such charges shall be separately stated on the face of this Purchase Order and on Seller's invoice and such charges shall not be subject to sales or use taxes. Seller must pay all such charges unless this Purchase Order specifies otherwise. All payments due or to become due from Buyer to Seller hereunder shall be subject to deduction by Buyer for any setoff or claim to which Buyer is entitled against Seller.

7. FORCE MAJEURE. If the manufacture, transportation, delivery, receipt or use by either party of any Material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment) shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

8. CONFORMANCE. If Goods are delivered and/or services are rendered which do not conform to the warranties, Buyer may delay payment until such nonconformity is corrected.

9. INSURANCE. If Seller's employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below:

(a) Workers compensation	Statutory
(b) Employer's liability	\$500,00 each accident-disease
(c) Contractor's comprehensive general liability (including contractual liability and, if subcontractors are employed, contractor's protective liability)	Bodily injury \$250,000 each person, \$1,000,000 each occurrence. \$2,000,000 General Aggregate Property damage \$500,000 each occurrence.
(d) Automobile public liability (including hired automobiles and non-ownership liability)	Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit

Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages at least ten days prior to the start of work. Seller's insurance carrier (s) shall provide at least thirty (30) days prior written notice to the Buyer in the event coverage is materially changed, canceled or non-renewed. In the event of material change, cancellation, or non-renewal in coverage(s), it is the Service Provider's responsibility to replace coverage to comply with these insurance requirements so there is no lapse of coverage for any time period.

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PURCHASE ORDER TERMS AND CONDITIONS

10. SERVICES ON PREMISES. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep Materials and the premises on which the work is done free and clear of all liens for Material and labor incident to the performance of Seller's services hereunder. Seller acknowledges that it is Buyer's policy to maintain a drug free work environment.

11. EQUAL OPPORTUNITY. The Equal Opportunity Clause required by Executive Order 11246, as amended (41 CFR 60-1.4) the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250.5) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60-741.5) are part of this Purchase Order and binding upon Seller unless exempted by rules, regulations or orders of the Secretary of Labor. The word "contractor" in the clauses shall mean Seller, as applicable.

12. OWNERSHIP. To the extent this document requires or results in the Seller preparing, writing, designing or composing any new inventions or improvements, or written, pictorial, graphic, or three-dimensional work (such as, but not limited to reports, manuals, books, literature, forms, print, radio and television advertising and promotional material, video tapes, slides, movies and audio-visual materials and computer programs and operating systems), Seller agrees that all worldwide copyrights rights in same, and in derivative works based on same, are the property of Buyer. Depositing payment from Buyer pursuant hereto constitutes written assignment by Seller of such rights to Buyer, and Seller agrees to execute without cost any further assignment or other documents requested by Buyer so as to further evidence and confirm Buyer's ownership of all rights therein.

13. CONFIDENTIALITY AND INVENTIONS. Seller agrees that Seller, its employees, subcontractors, and others under Seller's control shall (a) keep and maintain information, reagents, procedures, data, results, conclusions, know-how, experience, or trade secrets disclosed to Seller by Buyer ("Information") in confidence; (b) not use, either directly or indirectly, information for any purpose; (c) not disclose information to others (including other employees, officers, or affiliates of Seller) under any circumstance; and (d) not remove any tangible information from Buyer's premises. Any improvements, inventions, discoveries (whether patentable or not), procedures, data, results, conclusions, know-how or trade secrets made or developed by Buyer's employees or affiliates using Materials furnished hereunder shall be the sole property of Buyer and shall be treated as Information in accordance with the terms of this section 15 herein. Nothing herein shall be construed as giving to Seller any right, title, interest in, or ownership of Information, or any rights to any license under any patent rights, trade secrets, or know-how that Buyer may or hereafter hold.

14. TRANSPORTATION. Unless otherwise specifically provided on the face of this Purchase Order, or otherwise agreed to in writing by Buyer and Seller, deliveries must be made in the quantities and according to the time deadlines specified in this Purchase Order. Unless Buyer provides otherwise in writing, the terms, choice of carrier and routing of shipment shall be CIP (Incoterms 2010 basis to the delivery address designated by Buyer. Buyer may revise shipping instructions as to any unshipped Goods. At the option of Buyer, Buyer may specify the common carrier for Seller to use for delivery. The transportation costs for delivery, and the insurance of the Goods while in transit, shall be borne by Seller, unless otherwise expressly stated on the face of this Purchase Order.

15. RISK OF LOSS; TITLE. Seller shall bear all risk of loss for the Goods while in transit and until received and accepted by Buyer at the proper delivery address designated by Buyer. Additionally, Seller shall bear all risk of loss as to properly rejected Goods. Title to the Goods shall pass from Seller to Buyer upon Buyer's acceptance of the delivered Goods.

16. DEBARMENT. Seller certifies that it will not engage, directly or indirectly, any person to perform or participate in the services if (a) that person is debarred or otherwise disciplined by the FDA under 21 U.S.C. § 335(a) or (b) or any foreign equivalent or to Seller's knowledge is threatened with debarment by a pending proceeding, action, or investigation, (b) that person is excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. or is the subject of an exclusion proceeding, or (c) that person is otherwise disqualified under federal or state law, or to Seller's knowledge is threatened with such disqualification by a pending proceeding, action, or investigation, from performing or participating in the services. Seller certifies that it will immediately notify Buyer in writing if any such debarment, exclusion, or disqualification occurs, or if any such debarment, exclusion, or disqualification proceeding, action, or investigation is commenced or, to the Seller's knowledge, is threatened, with respect to any such person.

Seller acknowledges the failure to comply with the provisions of this Section shall constitute grounds for termination of this contract, for cause. As used herein, Buyer's work site includes not only the portion of Buyer's property on which Seller is performing services hereunder, but also all of Buyer's adjacent property, including other areas of its plant access roads, parking lots and material storage areas.

17. TERMINATION. Buyer may terminate this Purchase Order or any other purchase order at its sole discretion, with or without cause upon notice to Seller. Upon receipt of any notice to terminate the Purchase Order, Seller shall cease all work not necessary for the orderly cessation of the services. Buyer shall only owe Seller for services actually performed or products actually provided, unless returned to Seller.

18. TAXES. Seller shall disclose to Buyer all taxes that will be due and payable on Goods sold and/or services rendered hereunder. Except to the extent that Buyer has provided Seller with a valid New York sales tax exemption resale certificate, or unless Buyer is otherwise exempt, Buyer shall pay any applicable sales or use taxes levied on the Goods and/or services. All such sales and use taxes shall be stated separately on Seller's invoice. Seller shall pay all other taxes on or related to the Goods and/or services and on the delivery and/or completion thereof, unless otherwise expressly stated on the face of this Purchase Order.

19. PACKING, MARKING AND SHIPPING. Seller shall pack, mark, and ship all Goods in accordance with the requirements of this Purchase Order and good commercial practice in a manner that will permit the securing of the best transportation rates. Any loss or expense incurred by Buyer as a result of improper preservation, packing, packaging, marking or method of shipment shall be reimbursed by Seller to Buyer.

20. USE OF NAME. Seller shall not use the name of Buyer or any of its officers, agents, or employees in any publicity or advertising, including reference and customer lists.

21. NON-SOLICITATION. Seller agrees that under no circumstance will Seller discuss employment opportunities with Seller with any of Buyer's employees, offer employment by Seller to any of Buyer's employees, or seek to induce any Buyer employee to terminate his or her employment with Buyer.

22. ASSIGNMENT. Neither party may assign its right or delegate its obligations hereunder without the other party's written consent which shall not be unreasonably withheld, except to the assignee of substantially all the assets to which this Purchase Order relates.

23. SEVERABILITY. If any sections of these Terms are found to be invalid or unenforceable in any jurisdiction, then the meaning of that section will be interpreted, to the extent feasible, in a way that renders it enforceable. If no feasible interpretation is possible, the section will be severed from the rest of these Terms and the rest of these Terms of will remain in full force and effect.

24. CHOICE OF LAW. These Terms and provision of services and/or products hereunder shall be governed by the laws of the State of New York, without regard to its choice of law rules, and the parties hereby unconditionally submit to the exclusive jurisdiction of New York courts, state and/or federal, in all matters relating to this Agreement.