

## Terms and Conditions of Purchase

### I. General

Sartorius is the "Buyer" for all transactions contemplated herein. Any person offering to sell products or services to Buyer is hereinafter referred to as the "Seller." Buyer and Seller may individually be referred to as a Party, or collectively as Parties. The products and services, including replacement products, sold by Seller are herein referred to as the "Products."

### II. Acceptance

These terms and conditions, together with Buyer's purchase order (where applicable), constitute the sole and exclusive agreement (the "Contract") between the parties unless a separate duly authorized agreement has been negotiated and executed by and between the parties hereto. Seller shall confirm or reject Buyer's purchase order(s) within 72 hours. Until and unless Seller accepts Buyer's purchase order in writing, Buyer may revoke its purchase order without penalty, default or further obligation. These terms and conditions may not be amended or superseded except by a writing signed by authorized representatives of each Party. **Buyer expressly disclaims acceptance of any terms or conditions on or referred to within any quotation, confirmation, order acknowledgement or other document of Seller that is or may be construed as different from or additional to these terms and conditions, and such different or additional terms and/or conditions are hereby expressly rejected and are deemed void.** These Terms and Conditions of Purchase shall be conclusively deemed a counter-offer to any quotation or similar document issued by Seller, and Seller's acceptance of Buyer's payment, in whole or in part, or release of the Products to Buyer, shall be deemed Seller's express acceptance of this Contract.

### III. Prices & Payment Terms

Prices, payment terms and, where applicable milestone payments, will be indicated on Buyer's purchase order. Seller must include Buyer's purchase order number and a sufficient level of detail on all invoices submitted to Buyer at the address indicated on Buyer's purchase order. Buyer shall not be responsible for any charges or expenses, including but not limited to travel costs and fuel surcharges, incurred by Seller unless expressly stated in Buyer's purchase order.

### IV. Delivery

4.1 Delivery terms shall be specified on Buyer's purchase order.

4.2 Seller will (a) properly pack, mark and ship Products as instructed by Buyer or the carriers and in accord with applicable laws or regulations, (b) route shipments as Buyer indicates in the purchase order or otherwise instructs, (c) provide packing slips with each shipment that identifies all relevant Buyer and Product information relative to such shipment. Seller shall identify the Country of Origin of all Products on the documents accompanying the shipment, on Seller's invoice, and in any other format as Buyer may reasonably direct. Where Seller is not the manufacturer of Product, it shall obtain the Country of Origin from the manufacturer of such Product.

4.3 Seller shall remit to Buyer any/all agreed to, required or customary certificates, certifications or other validating documentation that directly relates to the Products, with the delivery of the Products or at the time services are performed, including but not limited to: certificates of analysis, inspection, production, quality, and/or compliance.

4.4 Deliveries shall be made in the quantities, on the dates, and at the times specified by Buyer in the purchase order or other written instructions provided by Buyer. Buyer may cancel its purchase order without liability to Seller in the event that delivery is unduly late, unreasonably delayed or materially different than Buyer's purchase order provides. Buyer will not be required to pay for any Products that exceed the quantities specified in Buyer's delivery schedules or to accept Products that are delivered in advance of the delivery date specified in Buyer's delivery schedules, unless Buyer has agreed to acceptance of such overages or early deliveries in its purchase order or other written document.

4.5 Signature of delivery shall not constitute Buyer's acceptance of the Products.

### V. Title/Risk of Loss

Title and risk of loss shall pass, and the parties' respective legal obligations in regard to delivery and shipment, as defined in INCOTERMS 2010 for the relevant shipping term on Buyer's purchase order. All drawings, documents, analyses, computations, reports, data and materials contained in any medium (the "Materials") obtained by Seller from or on behalf of Buyer, all Materials created or developed by Seller under the Contract, and any other Materials which constitute the final work product being provided to Buyer under the Contract are, shall be and will remain the property of Buyer and shall be treated as Buyer's Confidential Information.

### VI. Refund & Security Interest

Seller will issue Buyer a refund of any/all prepayments, deposits or milestone payments if this Contract is cancelled or terminated, including where Seller fails to perform its obligations, in whole or where in part, a pro-rata share thereof. Seller hereby grants Buyer a security interest in the Products for any and all prepayments, deposits or milestone payments made thereto, in whole or part, and Seller hereby agrees to effectuate financing statements reasonably requested by Buyer until all Products have been delivered by Seller. Where Seller has been deemed a critical supplier to Buyer, upon Buyer's written request and in lieu of such refund, Seller agrees to provide to Buyer, in whole or in part, any/all partially completed orders, Products or the raw materials procured therefor.

### VII. Warranty

7.1 Seller warrants that all Products furnished to Buyer will be new unless otherwise approved by Buyer in a signed writing. Seller further warrants good title to all such Products and that the Products will be free from any liens or encumbrances.

7.2 Seller warrants that Products shall be merchantable, be of good material and workmanship, be free from defect, and be fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer.

7.3 Seller warrants that the Products shall conform to all samples furnished by Seller and be in accordance with the Seller's ratings, drawings, specifications, descriptions and other publications ("Seller's Specifications"), for such time period (a) as specified in Seller's Specifications, not less than twelve (12) months; or (b) where such period is not specified in Seller's Specifications, for twenty-four (24) months. Where a consumable Product has a shelf life, said consumable Product shall not expire and shall be warranted for, a minimum shelf life of no less than twenty four (24) months, unless otherwise agreed to in writing by Seller. Buyer agrees to promptly notify Seller of any failure to conform to the warranty. Seller agrees, as soon as commercially practicable, to correct the same by repairing or delivering replacement Product to Buyer at Seller's sole cost and expense. If Seller is unable to timely repair or replace such non-conformity, Seller shall return to Buyer the purchase price thereof, or, where appropriate, the unit price for such number or quantity of the Products as shall have such non-conformity which Seller is unable to correct. The warranty set forth in this paragraph shall apply both to the Products and to any replacement Products, and warranty periods shall begin at Buyer's acceptance of the Products.

7.4 Seller further warrants that all services will be performed in a workmanlike manner and that the Seller will use suitably qualified personnel (this warranty shall survive for 90 days following Seller's completion of the services).

7.5 Seller shall extend any third party warranty(s) for the Products sold hereunder, or any part thereof, to Buyer and/or Buyer's end user.

7.6 Buyer may assign, transfer, convey or otherwise extend any/all warranty(s) outlined hereunder to any customer or affiliate of Buyer.

7.7 Seller warrants and represents that the Products and their use, modification, enhancement or maintenance by Buyer do not infringe any third-party intellectual property rights. Seller shall inform Buyer without undue delay of any intellectual property rights that become known to Seller, where such rights entail the possibility that the Products might interfere with or infringe upon said third-party intellectual property rights. In case Buyer or any affiliate or customer of Buyer is not able to use, offer for sale, place on the market or sell Products to third parties without interfering with or infringing upon third-party intellectual property rights, Seller shall, according to the choice made by Buyer and in Buyer's sole discretion, either procure the rights of use of the aforementioned third-party intellectual property rights for Buyer or, in agreement with Buyer and in accordance with the requirements of Buyer, deliver to Buyer, its affiliate or customer (as identified in writing by Buyer) alternative products that are technically equivalent to the Products and that do not interfere with or do not infringe upon any of the aforementioned third party intellectual property rights.

## VIII. Use of the Buyer's Trademarks

8.1 The Seller is not allowed to use any trademarks of Buyer in any form (including use on products, packaging, in promotional material or as part of domains or company names), unless Seller has received the prior written consent from the Buyer.

8.2 Where Seller has received the prior written consent of Seller to use a particular trademark for the Products, such use is subject to the following conditions as set forth in items 8.3 to 8.8.

8.3 The Seller uses the trademark on or in relation to the Products or their packaging exactly in the form, manner, region and time specified by the Buyer. The form and manner of use can be modified by the Buyer at any time. Any Products labelled with any trademark of the Buyer may only be offered, sold or delivered to the Buyer or a third party designated by the Buyer. The Seller is not entitled to promote any product which is labelled with any of the Buyer's trademarks, unless with prior written consent of the Buyer.

8.4 The Seller is never entitled to use any of the Buyer's trademark as part of its company name, as a special designation of its business operations or company, as domain or in any other manner as a sign for the distinction of its business operations.

8.5 All material or files supplied by the Buyer relating to or containing a reproduction of the Buyer's trademarks for use in relation to the Products or their labelling and packaging, and all intellectual property in respect of it, shall belong exclusively to the Buyer.

8.6 The Seller shall at the request and expense of the Buyer take all such steps as the Buyer may reasonably require to assist the Buyer in maintaining the validity and enforceability of its trademarks. The Seller shall not represent that it has any title in or right of ownership to any of the trademarks of the Buyer or do or suffer to be done any act or thing which may in any way impair the rights of the Buyer in any of the trademarks or bring into question the validity of its registration.

8.7 The Seller shall promptly and fully notify the Buyer of any actual or threatened infringement of any of the trademarks of the Buyer.

8.8 If any claim is made against the Seller that the use of the Buyer's trademarks, especially by manufacturing the Products, infringes the intellectual property or other rights of any third party, the Seller shall immediately inform the Buyer.

8.8 Upon termination of the Contract for any reason whatsoever, the Seller is not allowed to use any of the Buyer's trademarks in any promotion or offer, on or in relation to the Products or their packaging. With regard to Products already manufactured, the Seller is not allowed to sell or otherwise provide them to any third party, except with prior written consent from the Buyer. To the extent the Seller has acquired any trademark rights of its own on the basis of use of the Buyer's trademarks, the Seller herewith transfers such trademark rights acquired by use to the Buyer upon the termination of the Contract.

## IX. Inspection, Audit, and Acceptance

9.1 Buyer reserves the right to inspect Product(s) or any component thereof and/or perform audits in order to verify Seller's compliance with this Contract and the Quality Systems of Seller before, on or after the delivery date.

9.2 Buyer, at its sole option, may reject any, all, or a portion of the Products if they are defective or nonconforming. If Buyer requires repair or replacement of the Products, at Buyer's discretion and pursuant to Section 7, Seller shall promptly repair or replace the nonconforming Products. If Buyer elects to return defective or nonconforming Products, Seller shall absorb the cost and risk of the return and will issue any refund due to Buyer within thirty (30) days of return.

9.3 Any inspection, audit or other action by Buyer under this Section shall not affect Seller's obligations under the purchase order, and Buyer shall have the right to further inspection at its discretion. Buyer retains any/all rights that it may have in law or equity as it pertains to Products with defects, latent or otherwise, irrespective of the date of such discovery.

9.4 Buyer is not required to, but retains the right, at reasonable mutually agreeable dates and times, to audit and/or inspect all Products, plants and locations of Seller, its sub-suppliers and/or subcontractors, to include but not be limited to their respective quality systems that were used to provide Product(s) hereunder.

## X. Indemnification & Insurance

10.1 Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of alleged or actual infringement of any patent, utility model, design or trademark right or any other proprietary right whatsoever of any person or party; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Products sold pursuant to these terms and conditions, or any products or items manufactured using such Products, except for and to the extent such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by Buyer's gross negligence; (iii) the negligence and/or willful misconduct of Seller, its employees or agents hereunder, or (iv) any claim that Seller violated the health, safety, and/or environment of any third party, or (v) any material breach by Seller of this Contract.

10.2 Seller shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance, designating Buyer as an additional insured for a period of time until any/all possible product, manufacturer or other liability claims that Buyer or any third party may raise against Seller have been time barred by the relevant limitation period. Seller shall further maintain, at its own cost an expense, automobile insurance and workmen's compensation insurance and any other insurance required by law or as is custom in Seller's industry. All insurance required hereunder shall be maintained in commercially reasonable amounts and in no event less than what is required by industry standards. Seller shall, before performing services on site or within ten (10) days after Buyer's request, provide Buyer certificates of insurance issued by the applicable insurers confirming coverage, limits and expiration dates of the respective insurance policies.

## XI. Confidentiality & Intellectual Property

11.1 Confidential Information. Seller agrees that all specifications, data and other scientific or technical information furnished by Buyer to Seller constitute the exclusive property of Buyer, are furnished solely for the purpose of Seller's performance or anticipated performance hereunder, and may not be copied or made accessible to third parties without Buyer's prior written consent, which may be withheld by Buyer. Seller shall promptly return such specifications, data and other scientific or technical information and all copies thereof to Buyer upon Buyer's request. Such request may be made at any time prior to or after delivery of the Products. The obligations of Seller set forth hereunder also shall survive cancellation or completion of the Contract.

11.2 Intellectual Property. All information, inventions, discoveries, patent rights, trademarks, designs, utility models and copyrights that result from Products developed by Seller for Buyer pursuant to the Contract (hereinafter "Inventions") will be the exclusive property of Buyer. Seller shall promptly disclose in writing to Buyer each such Invention and provide to Buyer all information known to Seller reasonably relating to such Invention. Seller agrees to sign all necessary documents or take such other actions as Buyer may reasonably request in order to perfect and enforce any and all of its rights in such Inventions. In particular, Seller shall assign to Buyer all of Seller's right, title and interest in and to each such Invention. Seller hereby grants to the Buyer a royalty-free, fully paid, irrevocable, perpetual, worldwide, sublicensable and non-exclusive license to use, manufacture, make derivative works, reproduce, offer for sale, exhibit, sell or otherwise distribute, modify, enhance or maintain Seller's pre-existing works (including but not limited to Seller's tangible or intangible materials, which pre-exist the supply of Products under this Contract or any other separately duly authorized agreement and such shall include without limitation, reports, documentation, drawings, computer programs, intellectual property rights such as but not limited to inventions, know how, creations, tooling, information, designs, devices and models), which the Seller incorporates into the Products. Buyer shall be the sole and exclusive owner of any such derivative works prepared under the license granted under this Section.

## XII. Continuity of Supply, Cancellation and Termination for Cause

12.1 Continuity of Supply. Seller agrees to continue to manufacture, or ensure a third party manufactures, the Products, including any spare parts and/or any element of the Products for a minimum period of ten (10) years following their delivery. Seller agrees to inform the Buyer of total or partial interruption of production with no less than two (2) years advance written notice. In the event of a total interruption, Buyer shall be afforded a "last time buy" of an amount no less than the average twelve (12) month purchasing history multiplied by the remainder of the continuity period. Seller undertakes for the same ten (10) year period to supply technical assistance to Buyer on its first demand and to carry out maintenance of the Supply.

12.2 Change Notifications. Seller represents that it has an established Change Control and Notification Procedure to ensure that Buyer is notified in the event of any changes. Major Changes: Seller shall provide no less than twelve (12) months advance written notice to Buyer of any temporary suspension or permanent implementation of major changes in the production of Products; such notice shall be countersigned by Buyer prior to becoming effective. Major changes shall

include changes: (i) in the composition, source or grade of any raw material (including fluid contact raw materials); (ii) in the method of production, processing, sterilization or testing that may affect the form, fit or function of the Products; (iii) in any specification of the Products; (iv) in any other field impacting the fit, form or function of the final Products; (v) in any change in production location to a non-qualified manufacturing site. **Minor Changes:** Seller shall provide no less than six (6) months advance written notice to Buyer before any minor changes to Products are made. Minor changes shall include: (i) methods or equipment used for testing the Products; (ii) any other quality assurance activities relating to the Products; (iii) change of production location to a qualified manufacturing site. Seller shall produce enough unchanged material to supply Buyer for a minimum period of forty-eight (48) months after the implementation of the announced change.

12.3 **Cancellation.** In any of the following or any similar events, Buyer may immediately cancel its purchase order without any liability to Seller or obligation to purchase raw materials, work-in-process, finished Products or services: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, or (e) execution of an assignment for the benefit of creditors by Seller.

12.4 **Termination for Cause.** Buyer may terminate all or any part of Buyer's purchase order without any liability to Seller or obligation to purchase raw materials, work-in-process finished Products or services if Seller (a) repudiates, breaches, or threatens to breach any of these terms or conditions or Buyer's purchase order, including but not limited to Seller's warranties, (b) fails to perform or threatens not to perform services or deliver Products in accordance with these terms and conditions or any applicable purchase order or (c) fails to assure timely and proper completion of services or delivery of Products.

### **XIII. Force Majeure**

13.1 "Force Majeure" means any cause not within the reasonable control of the Party affected. Events of Force Majeure include, without limitation, acts of God, acts of terrorism, lockouts or other labor disturbances, wars, blockades, quarantine embargoes, riots, fires, explosions, failures of production facilities, shortages of fuel, transportation, utilities, or raw materials, governmental laws and regulations.

13.2 Force Majeure shall not excuse either Party from the performance of its obligations under the Contract, but shall merely suspend such performance during the Force Majeure. The Party prevented from performing its obligations shall promptly so notify the other Party hereto in writing and shall provide the other Party from time to time with its best estimate of the duration of such Force Majeure including notice of the termination or conclusion of the Force Majeure event. Upon termination or conclusion of the Force Majeure event, the performance of any suspended obligation shall recommence. If, however, the Force Majeure prevents performance by either Party for a period in excess of 90 days, then so long as such Force Majeure continues, either Party may terminate the Contract at once by delivering written notice of termination to the other Party.

### **XIV. Services**

14.1 Seller represents itself as qualified and able to perform any services contracted hereunder. Seller shall perform services pursuant to the industry standard of care. Buyer will furnish materials, equipment and machinery only if and to the extent set forth in Buyer's purchase order. Seller will report immediately to Buyer any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Buyer's policies or law set forth herein.

14.2 Seller agrees that, for any works of authorship created by Seller, its employees, agents or representatives, or any others used by Seller in the course of this Contract, that such works that come under one of the categories of "Works Made for Hire" in 17 U.S.C. § 101 and shall be considered "Works Made for Hire."

### **XV. Miscellaneous**

15.1 **Severability.** The invalidity or unenforceability of any terms of this Contract shall not affect the validity and enforceability of the remaining terms hereof.

15.2 **No Waiver.** The failure of either Party to insist upon strict performance by the other Party of any term of this Contract or to exercise any right hereunder shall not be deemed to be a modification of any term hereof or a waiver of the future performance of any such term.

15.3 **Governing Law.** This Contract shall be governed by, and construed in accordance with, the law of New York, without regard to its conflict of laws provision. The provisions of the U.N. Convention on Contracts for the International Sale of Goods are excluded in their entirety.

15.4 **Compliance with Law.** Seller, and Products supplied by Seller, shall comply with Buyer's Supplier Code of Conduct and its Contractor Environmental, Health & Safety Program (each of which are available upon request and on Buyer's website), all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, occupational health/safety and motor vehicle safety.

15.4.1 **Equal Opportunity.** Neither Party hereto shall discriminate against any individual on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status, or any other characteristic protected by law.

15.4.2 **REACH Compliance.** Seller shall comply with the provisions of the European Community Regulation 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and agrees to provide all necessary Product information regarding the presence of dangerous substances and preparations defined by REACH Title IV (Information in the Supply Chain), Title V (Downstream Users) and Title VIII in connection with Annex XIV (Restrictions on the Manufacturing, Placing on the Market and Use of Certain Dangerous Substances and Preparations).

15.4.3 **RoHS Compliance.** Electrical and electronic equipment and components for Products shall comply with the international provisions on the use of certain hazardous substances, along with the bans on the respective materials, such as those set forth in the EU Council Directive 2011/65/EU incl. 2015/863 (RoHS), and with the laws, ordinances, orders, decrees, rulings and other rules and regulations issued for implementation of said Directive. Beyond the EU Directive 2011/65/EU incl. 2015/863 (RoHS), the requirements/limits for equipment categories 8 and 9 shall be applied in Seller's measures to ensure compliance with the bans on the respective materials. Seller shall provide Buyer with a written Declaration of Conformity upon Buyer's request. Electrical and electronic equipment shall bear the symbol pursuant to Appendix IV of the EU Council Directive 2002/96/EC (WEEE). Should Seller breach this provision, Seller shall pay the costs of any test or inspection performed by Buyer on the Product(s).

15.4.4 **Foreign Corrupt Practices Act Compliance.** The parties agree to comply with 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 payment or offering of 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.

15.4.5 Seller certifies that neither it nor any employee or agent providing services hereunder has been excluded or debarred pursuant to any federal, state or local regulation. In the event Seller, its employees, agents, subcontractors or sub-suppliers become excluded or debarred or receives notice of or threat of debarment, Seller shall immediately notify Buyer and cease all work hereunder.

15.4.6 Where and to the extent applicable, the **Federal Acquisition Regulations (FAR)** and **Defense Federal Acquisition Regulations (DFAR)** clauses applicable to procurement with federal funds for first tier or second tier government contractors are hereby incorporated into and form a part of these terms and conditions. In the event of any conflict between these terms and conditions and the FAR or DFAR clauses, the FAR and/or DFAR clauses shall prevail. The FAR and DFAR clauses are available under Sartorius Terms and Conditions of Purchase – Appendix A, upon request and/or on Buyer's website.

15.4.7 Seller warrants that any Conflict Minerals, as defined in the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act § 1502, present in any Products does not originate from restricted sources (as stipulated under legal requirements in force from time to time) in regions of conflict. For the purposes of making such warranty, Seller shall use due diligence protocols, standards, procedures and the best practices developed by relevant industry. Seller shall indemnify Buyer for all costs and expenses incurred by Buyer related to any failure by Seller to comply with the warranty set out herein.

15.5 **Licenses & Permits.** Seller shall, at its sole cost and expense, obtain all such permits and licenses as are necessary to perform its obligations hereunder.

15.6 **Cumulative Remedies.** The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except as may be provided for herein.

15.7 **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Contract without Buyer's prior written consent. No permitted assignment shall relieve the Seller of any of its obligations under the Contract. Seller irrevocably assigns all copyrights in Materials created or developed for Buyer to Buyer.



15.8 Subcontracting. Seller may not sub-contract all or part of Buyer's purchase order without the express written approval of Buyer. Any/all permitted sub-contractors shall be subject to written terms and conditions no less restrictive than those contained hereunder. Seller remains liable to Buyer, customers of Buyer and any end-user for its permitted sub-contractors.

15.9 Independent Contractors. Seller understands and agrees that, for purposes of the Contract, Seller and any employee(s) or other individual(s) designated by Seller to perform services under the Contract are acting in the capacity of independent contractors; Seller is responsible to pay any/all applicable salaries, wages, and employee benefits to its employees providing services hereunder.

15.10 Non-exclusive. Both Parties acknowledge and agree that Seller's engagement hereunder is not exclusive.

**XVI. Hazardous Materials & Recalls**

16.1 Hazardous Materials. Prior to, and together with, the shipment of Products, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the Products, containers and packing) of any hazardous material that is an ingredient or a part of any of the Products, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing.

16.2 Recalls. Seller shall notify Buyer immediately, in writing, of its knowledge or belief surrounding any complaints, issues or allegations related to the Products or services, including but not limited to quality, fit, form, function, governmental or regulatory issues, and import/export control. In the event that a recall of the Products is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within the Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning Products, lost profits, and other expenses incurred to meet obligations to third parties.

**XVII. Limitation of Liability & No Consequential Damages.**

17.1 To the fullest extent permitted by law, Buyer's overall liability under this Contract shall be limited in total to the value of Buyer's purchase order under which the cause of loss occurred.

17.2 To the fullest extent permitted by law, Buyer shall not be liable to Seller for any direct, indirect, consequential, incidental or special damages, including but not limited to lost profits, lost data, or loss of use, arising out of or relating to the suspension or termination of any of its obligations under the Contract for any reason whatsoever.