

NEOGEN CORPORATION
TERMS AND CONDITIONS OF PURCHASE

1. Shipping and Title. Unless otherwise mutually agreed and specified, delivery of goods will be DDP (Neogen Location) (Incoterms). Title passes to Buyer upon delivery of the goods to the Neogen's Location.
2. Packaging. Goods must be packed for shipment according to Buyer's instructions or, if none, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Goods will be marked and labeled in compliance with all applicable laws, standards and regulations. US law and Neogen require that all foreign goods be marked with their country of origin "in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit."
3. Nonconforming Goods. Buyer can inspect all or a sample of the goods on or after delivery. Buyer, at its sole option, may reject all or any portion of the goods if it determines they are nonconforming or defective. If Buyer rejects any portion of the goods, Buyer may, upon written notice to Seller: (a) rescind the purchase order in its entirety; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacement. If Buyer requires replacement of the goods, Seller will, at its expense, promptly replace the nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective goods and delivery of replacement goods. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Seller's obligations.
4. Price. Unless otherwise mutually agreed and specified, the price includes all packaging, transportation costs, insurance, customs duties and fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective without Buyer's prior written consent.
5. Payment Terms. Seller will issue an invoice to Buyer on or after the delivery date. Buyer will pay all properly invoiced amounts due to Seller 90 days after Buyer's receipt of such invoice, except for any amounts disputed in good faith. Unless otherwise agreed, all payments will be in US dollars.
6. Changes by Buyer. Buyer can, at any time, in writing, make changes within a purchase order, in any one or more of the following: (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place or timing of delivery; (d) materials, methods or manner of production; or (e) quantity. If any such change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment will be made in the price or delivery schedule or both. Any claim by Seller for such adjustment must be asserted within 20 days from Seller's receipt of the change notice.
7. Warranties. Seller warrants that all goods or services will conform to applicable specifications and other mutually agreed requirements and will be merchantable, free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; merchantable, and free and clear of all liens, security interests or other encumbrances. Goods and services provided hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of and payment for the goods ordered or services provided hereunder. If Buyer gives Seller notice of noncompliance, Seller will, at its own expense, promptly replace or repair the defective or nonconforming goods or services and pay for all related shipping and transportation charges.
8. Indemnity. Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the goods purchased or services received from Seller or Seller's negligence, willful misconduct or breach of these Terms.
9. Intellectual Property Indemnity. Seller will, at its expense, defend, indemnify and hold harmless Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the goods or receipt of the services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

10. Insurance. Seller will maintain Commercial General Liability insurance, including public, product, premises and completed operations, contractual and vendors liability, with limits of not less than \$2,000,000 per occurrence and in the aggregate. Such insurance must: (a) be maintained with an insurance carrier reasonably acceptable to Buyer; (b) be written in a form reasonably acceptable to Buyer; (c) be primary and noncontributory with respect to any insurance carried by or on behalf of Buyer, and (d) contain a waiver of subrogation in favor of Buyer. On Buyer's request, Seller will provide Buyer with certificates of insurance evidencing the required coverage. Seller must notify Buyer at least 30 days in advance of any material change, cancellation or nonrenewal of any such policy, except that ten days notice is required in the event of cancellation for non-payment of premium.

11. Compliance with Law. Seller warrants that it is in compliance with and will comply with all applicable laws, regulations and ordinances, including all export control and sanctions laws, regulations, and orders, all laws prohibiting engagement in corrupt practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act. Seller has, and will maintain in effect, all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order.

12. Code of Business Conduct and Ethics. Neogen has adopted a Code of Conduct and Vendor Code of Conduct. Seller will comply with these Codes and any violation is grounds for termination of this Order by Buyer for default.

13. No Waiver. No waiver by any party of any of the provisions of this Order will be effective unless in writing and signed by the party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

15. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to this Order.

16. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the state or federal courts of the Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

17. Cumulative Remedies. The rights and remedies provided in these terms 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.

18. Severability. If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.