

Ritedose 503B Outsourcing Facility

(a division of The Ritedose Corporation, the "Company")

GENERAL TERMS AND CONDITIONS OF SALE

- 1. General:** Any delivery of products by the Company shall be subject to the Terms and Conditions set forth herein. Any general terms and conditions of the Customer shall only apply if expressly approved by the Company. Any amendment or modification to these Terms and Conditions must be made in writing and signed by the Company to be valid and effective.
- 2. Customer Orders:** All orders are subject to review and acceptance by the Company. No order shall be deemed a valid and binding order until the Company provides written notice to Customer of acceptance of such order. The Company may impose minimum/maximum order quantities and credit limits for any order as the Company may determine in its sole discretion. Customer shall be notified when an order is ready for shipment.
- 3. Invoicing and Payment Terms:** Customer will be invoiced upon shipment to Customer. Customer may authorize the Company to charge the Customer's specified credit card at such time for the total invoice amount. Otherwise, payment for such invoices shall be received by Company within 30 days after the invoice date. All payments shall be made in United States dollars and shall be paid in full without any withholdings or set-off. For any invoices not timely paid or disputed in good faith, Company may charge Customer interest per day overdue at a monthly rate equal to 1.5% of such unpaid invoice amounts. Customer payments shall be by ACH transfer, credit card, wire transfer or check. Customer acknowledges and agrees that applicable shipping and delivery charges for each order may be billed to the Customer.
- 4. Pricing of Product:** All orders of product are subject to the Company's price list, which may be revised by the Company from time to time at its sole discretion. All prices are net prices and do not include any sales, use or value added taxes, which are to be paid by Customer in the amount specified by applicable law. The Company may, if it deems appropriate, bill the Customer for sales taxes for any order as the Company may deem applicable.
- 5. Delivery of Product:** Each order must specify the requested delivery location for the order, which location must be within the United States. Any requested delivery date mentioned in any order is an approximation only and does not represent any binding obligation of the Company to deliver the order on such noted date.
- 6. Ownership and Risk of Loss:** Ownership, title and risk of loss of ordered product shall transfer to the Customer upon delivery of the respective product to the designated delivery location for the order as specified by the Customer. All shipments and sales are F.O.B. destination.
- 7. No Returns:** All sales of product to Customer are final. No returns shall be allowed or accepted by the Company for any reason whatsoever.
- 8. Limited Product Warranty:** The Company warrants that at the time of delivery, the product will: (i) comply with the applicable specifications for the product in all material respects, (ii) have been manufactured in material compliance with all cGMP, and (iii) shall not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended. THE COMPANY MAKES NO OTHER REPRESENTATIONS AND EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. In the event any product fails to conform to the warranties stated in this Section 8, the Company shall deliver replacement product as soon as practicable. The foregoing shall be the Customer's sole and exclusive remedy and the Company's sole and exclusive liability for any and all nonconforming products.
- 9. Limitation of Liability:** The Company's liability to the Customer is limited to providing replacement product as specified in Section 8 above. Other than as provided in these Terms and Conditions, the Company shall not be liable for any damages to the Customer or otherwise obligated to compensate the Customer in any way.
- 10. Governing Law and Disputes:** These Terms and Conditions and any order issued by Customer shall be governed by and construed under the laws of the State of New York, without giving effect to the conflicts of laws provision thereof. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions or any order, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction and venue of the courts located in New York, New York.
- 11. Severability:** Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.