

1. ACCEPTANCE AND GOVERNING PROVISIONS

This order is not an acceptance of any offer to sell but is an offer to purchase, which may be accepted only by expression of acceptance, including shipment hereunder. Upon acceptance, this order shall constitute the entire agreement between the parties (except for any additional warranties given by Seller) superseding any and all previous communications and negotiations. Unless specifically agreed to in writing by Buyer, signed by duly authorized personnel of Buyer, no additional or different term or provision (except additional warranties given by Seller) of any quotation, acknowledgment, invoice or other form supplied by Seller shall become part of the contract notwithstanding Buyer's failure to specifically object to such form or provision. The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the internal laws of the State of Missouri.

2. DOCUMENTS AND PAYMENT

Seller shall prepare a separate invoice for each Purchase Order showing cash discount terms, point of shipment, country of manufacture (country of origin) and transportation charges, if applicable. No drafts will be accepted by Buyer; all purchases are on open account to be paid by Buyer's check or by electronic funds transfer. Buyer's Purchase Order Number, appearing on the face side hereof, must be shown on all packing lists, containers, invoices and correspondence relating to the order. All applicable supplemental documents or invoices shall be surrendered promptly by Seller at Buyer's request. If price is omitted on the Purchase Order, it is agreed that the Seller's price will be the lowest prevailing price in effect and in no event is this order to be filled at a higher price than was last previously quoted or charged without Buyer's written consent. Supplier shall promptly invoice Buyer for all Products delivered hereunder, and Buyer shall pay all invoices within thirty-nine (39) days of receipt of invoice.

3. DELIVERY, DELAY AND ANTICIPATION

Seller is to include with each shipment all necessary documents to insure prompt delivery to Buyer. Seller shall deliver the goods, in the quantities and within the time or times in accordance with the specifications (and any sample or model approved by Buyer) at the prices specified on the face side hereof or in any document attached hereto or referred to herein. Supplier will credit Buyer five percent (5%) of the total shipment cost for each week Product does not arrive at Buyer's or Buyer's Customer's dock and for any additional charges incurred by Buyer as a result of procuring Product elsewhere, including, without limitations, costs over and above the price set forth herein, additional freight charges and any other charges. Failure of Seller to comply with such requirements shall entitle Buyer, in addition to any other rights or remedies, to cancel this order and be relieved of all liability for any undelivered portion. Partial deliveries will be paid by Buyer only after the Seller's obligation to deliver has been met in full. Any failure by Buyer to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer's delivery schedule. Goods received in advance of Buyer's delivery schedule may, at Buyer's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date.

4. SHIPPING, RISK OF LOSS, AND REGULATORY REQUIREMENTS

All goods shall be suitably packed, marked, labeled and shipped in accordance with shipping instructions of the Buyer and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. All deliveries of the

Product by Supplier to Buyer hereunder shall be made F.C.A. (City and State to be specified in the Purchase Order) and shipped to such location as is designated by Buyer in the shipping provisions of the applicable Purchase Order provided by Buyer to Supplier. Seller agrees to comply with all state, federal and international shipping regulations regarding the shipping of containers and labeling. Buyer shall have the right to route all shipments. Routing specified may not be changed without Buyer's written permission. No charge shall be made to Buyer for packing, boxing or cartage unless separately itemized on the face hereof and previously agreed to by Buyer; but Seller shall be liable to Buyer for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Risk of loss shall be upon Seller until conforming goods are delivered to and have been inspected and accepted by Buyer. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions, or improper description of the shipment in shipping documents shall be Seller's responsibility. Buyer and Seller shall assist each other in procuring all documents and other information required to ship items ordered hereunder or necessary for the prosecution of claims against carriers arising out of any such shipment.

Sigma-Aldrich, Inc. requires its foreign shippers to provide all documentation required for entry into the United States to the foreign freight consolidator, carrier, issuing bank or directly to Sigma-Aldrich, Inc. prior to exportation. Because of requirements and regulations for various United States government agencies, the types of documentation may vary and may include additional declarations or statements that are not contained in the following list. The foreign shipper is to contact the Import Trade Compliance Team at Sigma-Aldrich, Inc. (importinfo@sial.com) if they have any questions regarding the type of documentation required for entry into the United States. In general, the following documentation is required:

1. Commercial Invoice
2. Packing List
3. Air Waybill or Bill of Lading
4. Other United States government agency documentation and declarations, such as the Food and Drug Administration, Fish and Wildlife, Department of Transportation, and Environmental Protection Agency.

On January 26, 2009 the Department of Homeland Security implemented the final rule requiring the Importer Security Filing (ISF or "10+2") on all ocean shipments inbound to the United States. The importer is now responsible to ensure that the additional ten data elements are filed with U.S. Customs for each shipment. The ISF declaration must be filed with U.S. Customs at least 24 hours prior to loading. The required data elements are as follows:

1. Manufacturer (or supplier) name and address
2. Seller name and address
3. Buyer name and address
4. Ship to name and address
5. Container stuffing location
6. Consolidator (stuffer) name and address
7. Importer of record number
8. Consignee number
9. Country of origin
10. Commodity harmonized tariff number (HTS-6)

Sigma-Aldrich, Inc. requires its foreign vendors to provide to the dedicated Sigma-Aldrich freight forwarder or ISF filer, all documentation (data elements) required prior to dispatch of the material requested on the purchase order. At a minimum, the vendor shall provide the following data elements to the forwarder or ISF filer:

1. Manufacturer (or supplier) name and address
2. Seller name and address
3. Container stuffing location
4. Consolidator (stuffer) name and address
5. Country of Origin
6. Commodity harmonized tariff number (HTS-6)

The above data elements must be provided to the Sigma-Aldrich dedicated forwarder or filer prior to material being turned over to the carrier for any ocean freight shipment.

Sigma-Aldrich, Inc. expects that its foreign shippers will immediately work towards implementing the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) "Minimum-Security Criteria for C-TPAT", and strive towards implementing "C-TPAT Best Practices," consistent with C-TPAT Supply Chain Security Criteria via the below websites. Upon any updates or improvements to our Supply Chain Security Procedures foreign shippers will immediately notify Sigma-Aldrich, Inc. in writing

C-TPAT Minimum Security Criteria:

http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_criteria/sec_criteria_foreign_mfc/foreign_mfc_security_criteria.xml

C-TPAT Best Practice Catalog:

http://www.cbp.gov/linkhandler/cgov/trade/cargo_security/ctpat/ctpat_members/ctpat_best_practices.ctt/ctpat_best_practices.pdf

5. INSPECTION

All goods purchased hereunder shall be subject to inspection and testing at the discretion of the Buyer at any reasonable time and from time to time before, during or after manufacture or delivery. Notwithstanding any payment that may be made, no goods are to be deemed accepted until Buyer has had an opportunity to inspect and test them. Any goods which may be defective, show physical signs of damage, or are not in accordance with specifications, including, but not limited to, quantity or performance, may be rejected by the Buyer.

6. WARRANTIES

In addition to its standard warranty, Seller warrants that all goods supplied hereunder shall:

- (a) be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller;
- (b) be free from any defects in design, material or workmanship and of good and merchantable quality;
- (c) conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purposes for which purchased hereunder; and
- d) comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders.

The foregoing warranties shall survive inspection, delivery and payment. If any such goods shall be found to be unsatisfactory, defective or inferior in quality, or not to conform to Buyer's specifications or any other requirements hereof (including Seller's warranties), Buyer may, at its option, retain such goods at an adjusted price, hold such goods at Seller's risk and expense pending Seller's specific instructions, or return them to Seller for replacement, credit or refund, as Buyer shall direct. Buyer shall be reimbursed

by Seller for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods, and Seller shall assume all risk of loss or damage in transit to goods returned by Buyer pursuant hereto.

7. FAIR LABOR STANDARDS CERTIFICATE, EQUAL OPPORTUNITY (U. S. SELLERS)

Seller hereby certifies that all goods furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of Wages and Hours Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such goods. Seller certifies that it is in compliance with Executive Order 11246, as amended, and the rules, regulations and orders issued thereunder, including, without limitation, where applicable, provisions regarding non-segregated facilities for its employees, written affirmative action compliance programs and filing of Standard Form 100 (EEO-1), and Seller agrees that the equal opportunity clause therein is incorporated herein by reference. Seller certifies that it is in compliance with 29 U.S.C. §793 (Section 503 of the Rehabilitation Act of 1973), relating to employment of qualified handicapped individuals and 38 U.S.C. §2012 (Section 402 of the Vietnam Era Veterans Readjustment Act of 1974), relating to employment of disabled and Vietnam era veterans, and the rules, regulations and orders issued thereunder, and agrees that where applicable, the affirmative action clauses therein are incorporated herein by reference. Seller certifies that it is in compliance with Executive Orders 11625 and 12138, as amended, relating to minority and women's business enterprises, and the rules, regulations and orders issued thereunder, and agrees that any applicable contract clauses therein are incorporated herein by reference.

8. OSHA CERTIFICATION (U. S. SELLERS)

Seller, in accepting Buyer's order, certifies it is in compliance with the Occupational Safety and Health Standards Act of 1970 (OSHA) and the orders, rules and regulations issued pursuant thereto as in effect on the date of such acceptance. Seller agrees to perform the work in accordance with safety rules of the Buyer and applicable safety laws and regulations whenever Seller is on Buyer's premises.

9. CHANGE CONTROL NOTIFICATION

Seller may not make any substitutions or changes to the goods or services as ordered, the manufacturing process or the packaging materials without Buyer's prior written approval. Seller will notify Buyer in writing of any requested changes at least 90 days prior to the requested changes.

10. SUPPLY FAILURE

In the event that Supplier is or will be unable, for any reason (including an event of force majeure), to supply the Product in accordance with the quantities and/or delivery dates mutually agreed upon, Supplier shall promptly notify Buyer in writing. If such failure to supply will continue or does continue for a period longer than the Buyer's customer will accept after the delivery date agreed to by Buyer and Supplier, and Supplier is unable in its then current facility to manufacture the Product, Buyer may thereafter, at its discretion and upon written notice to Supplier, (i) require Supplier to supply the undelivered Product at a future date agreed upon by the Parties in writing; (ii) cancel, without penalty, the order for the undelivered Product; or (iii) manufacture or have manufactured by a Third Party ("Third Party Manufacturer"), that quantity of Product required by Buyer

which Supplier is unable to supply. In the event that the supply failure results in an additional expense to the Buyer, the Supplier agrees to reimburse the Buyer the difference of the cost.

11. FORCE MAJEURE

Neither party will be liable to the other for failure to perform under the order if prevented from doing so because of an act of God, fire, flood, explosion, civil disturbance, act of terrorism or war, interference by civil or military authority, accident, strike, labor dispute or shortage, illegality under any governmental law, rule or regulation or for other similar causes beyond the reasonable control of the non-performing party. The affected party in such events will promptly give written notice to the other party and thereafter will provide periodic updates of the ongoing event. If such event prevents or will prevent performance of a material provision of this agreement by one party for greater than 90 days, then the other party may terminate this agreement effective 30 days after delivery of written notice to the nonconforming party. In the event Sigma-Aldrich is forced to purchase product from another supplier because product is unavailable then the volume purchased shall be deducted from the committed quantity. If the product is procured at a higher cost, the seller shall reimburse the difference to Sigma-Aldrich. Buyer may delay delivery or acceptance of goods or services affected by a Force Majeure event by notice to Seller, in which case Seller will hold the affected goods or services at the direction of Buyer until the cause of the delay has been removed.

12. CANCELLATION BY BUYER

Buyer shall have the right to cancel this order without cause, and the Buyer's liability for cancellation of this order without cause shall be limited to Seller's actual cost for work and materials applicable solely to this order which shall have been expended when notice of cancellation shall be received by Seller. Buyer may, at its option, cancel this order without liability to Seller (except for conforming shipments previously accepted by Buyer) in the event Seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligations hereunder.

13. PERFORMANCE OF SERVICES

Seller will perform service per the order (time being of the essence). Seller will provide Buyer immediate written notice if performance is not possible per the order and indicate an acceptable performance date that has to be agreed to by Buyer. If the services are not performed within the specified time, Buyer reserves the option to accept early or late performance or to cancel the order in whole or in part, without cost to the Buyer and without prejudice to Buyer's right to charge Seller with any costs, losses or damages of any kind incurred as a result of Seller's untimely performance. If services are performed in advance of scheduled, Buyer reserves the option to withhold payment until the scheduled performance date.

Seller agrees that all work performed under this order will be done as an independent contractor and that persons doing such work will not be considered employees of the Buyer. Seller will indemnify, save harmless and defend Buyer from any and all claims or liabilities arising out of such work. Seller will take all necessary precautions to prevent injury or damage to person or property when Seller or any agent of Seller is performing work on Buyer's or Buyer's customer's premises. Seller will maintain all such liability and insurance coverage to hold Buyer harmless from any claims or risks arising from Seller's performance under the order. Upon Buyer's request, Seller will furnish documentation of such insurance coverage acceptable to Buyer.

14. INSURANCE

Prior to the effective date of this agreement, Seller agrees to furnish Buyer with a certificate of insurance evidencing general liability, including bodily injury and property damage, auto liability and worker's compensation insurance and name Buyer as additional insured as respects to general liability with minimum limits as follows: \$1,000,000 per occurrence / \$1,000,000 aggregate.

15. INSPECTION AND REJECTION OF SERVICES

Services purchased hereunder will be on an "approval" basis only and are subject to Buyer's reasonable inspection and possible rejection. Buyer may reject services not conforming to the order or to the Seller's representations or warranties, expressed or implied. Seller agrees to refund to Buyer any previous payments made by Buyer for subsequently rejected services. Such refund will be made within twenty days following Seller's notification of rejection unless Buyer elects to require Seller to promptly remedy the service defect. Failure by Buyer to inspect and accept or reject services will not relieve Seller from responsibility for defective or nonconforming services or constitute a waiver of any Buyer rights and remedies under this order.

16. INDEMNIFICATION AGAINST CLAIMS

Seller agrees to protect, defend, indemnify and hold Buyer harmless from all claims, losses, damages, and expenses, which may be asserted against or be incurred by Buyer whether direct or indirect, foreseeable or unforeseeable, including those resulting from injuries to any person or damage to any property, caused in any manner by any act or failure to act of Seller in connection with the furnishing of the goods covered by this Purchase Order, or because of any imperfection or defect in said goods, or based upon any theory of product liability or strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report, or other technical bulletin as is furnished or utilized by Buyer, or because of the failure of such goods to be produced in compliance with the applicable requirements of this Purchase Order.

17. TAXES

Buyer shall not be liable for any taxes, duties, customs, or assessments in connection with the purchase and/or delivery of goods ordered hereunder, except such as are expressly set forth on the face hereof.

18. PATENT, TRADEMARK AND COPYRIGHT INDEMNIFICATION

Seller agrees to defend, at it's cost and expense, all claims, demands and actions which may be asserted against Buyer, it's successors, assigns and customers (whether direct or indirect) all alleged patent, trademark and copyright infringement resulting from the use or resale of goods covered by this Purchase Order, and to indemnify and hold Buyer harmless against all costs, expenses (including attorney's fees), and judgments related to such claims, demands and actions.

19. PUBLICITY

Seller agrees it will not , without the prior written consent of Buyer, use in advertising, publicly or otherwise, the name, trademark, logo, symbol or other image of Buyer.