

TERMS AND CONDITIONS OF PURCHASE

These "Terms and Conditions of Purchase" apply to the purchase order which they accompany or to which they are attached (the "Order", and together with these Terms and Conditions of Purchase, this "Contract"). As used herein: (i) "Buyer" means Avantor Performance Materials, Inc., (ii) "Seller" means the party fulfilling the Order and (iii) "Items" means any goods and services purchased hereunder.

1. **ACCEPTANCE.** THIS ORDER IS ONLY AN OFFER TO ENTER INTO A CONTRACT. FOR THIS PURCHASE ORDER TO BE A VALID AND EFFECTIVE ORDER, IT MUST BE EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF BUYER. BUYER MAY REVOKE, AMEND OR MODIFY THIS OFFER AT ANY TIME PRIOR TO SELLER'S ACCEPTANCE. ACCEPTANCE OF THE ORDER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS OF PURCHASE. IF TERMS OR CONDITIONS ARE CONTAINED HEREIN THAT ARE ADDITIONAL TO, OR DIFFERENT FROM, SELLER'S OFFER OR OTHER COMMUNICATION CONCERNING THE TRANSACTION CONTEMPLATED HEREBY, ANY ACCEPTANCE CONTAINED HEREIN IS EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED HEREIN. SELLER SHALL BE DEEMED TO ASSENT TO SUCH ADDITIONAL OR DIFFERENT TERMS IF: (1) SELLER SIGNS AND RETURNS TO BUYER A COPY OF THE ORDER; (2) SELLER SENDS AN ACKNOWLEDGMENT OR CONFIRMATION OF THE ORDER; (3) SELLER COMMENCES WORK ON THE ORDER; (4) SELLER SHIPS ALL OR PART OF THE ITEMS ORDERED HEREIN; (5) SELLER ACCEPTS PAYMENT FOR THE ORDER; OR (6) SELLER GIVES OTHER EXPRESSION OF ACCEPTANCE OF THE ORDER. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY TERMS OR CONDITIONS PROVIDED BY SELLER THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONTROL.
2. **PRICE; PAYMENT TERMS.** The price for any Items purchased here shall not be higher than that appearing on the face of the Order, or if no price appears thereon, then not higher than the last price quoted by Seller to Buyer. Seller covenants that if it should at any time to the delivery of the Items sold hereunder sell similar Items in similar quantities to any third party at lower prices, Seller will notify Buyer in writing of such lower prices, and Buyer will receive the full benefit of such lower prices from the date of such sale to any third party. In the event Seller reduces its price for any Item included on this Order prior to delivery of such item or service to Buyer, Seller agrees to reduce the price of such item or service correspondingly. Unless otherwise stated on the face of the Order, Seller shall invoice Buyer for each Item on or after delivery of such Item to Buyer, and Buyer shall pay such invoice net sixty (60) days from the invoice date. Unless otherwise specified in the Order, the prices indicated on the Order include, and Seller shall pay, all packing, packaging, and shipping costs, and all federal, state and local and comparable taxes in connection with the sale or delivery of the products to Buyer.
3. **DELIVERY.** Delivery on the Order must be made in the quantities and on the dates specified by Buyer. Partial shipments shall be allowed only if specifically indicated in the Order. Unless otherwise specified in the Order, delivery is Delivered Duty Paid (as defined in Incoterms 2000), Buyer's location or such other destination as may be specified in the Order. Seller acknowledges that Buyer's production and marketing schedules are based in part upon the delivery/completion date(s) specified in the Order. Time and place of delivery are, therefore, of the essence with respect to Seller's performance under the Order. Any provision in the Order or subsequent agreement by Buyer for installment deliveries of the items specified in the Order shall not be construed as a waiver of this requirement or as severing Seller's obligations for full, on-time, delivery of all items specified in the Order. If Seller determines that it either cannot or may not complete delivery at the specified time and place or in the specified manner, Seller shall promptly notify Buyer and indicate the earliest possible date that it is confident that it can complete conforming delivery. Notwithstanding such notice, and notwithstanding that Seller's failure to effect conforming delivery may be or is due to causes beyond Seller's control, Seller's failure to effect conforming delivery shall entitle Buyer, without any liability to Seller hereunder, to revoke any prior acceptance of a partial delivery by Seller, to return at Seller's risk and expense all or any part of items delivered in partial satisfaction of the Order, to cancel the Order, to receive a refund of any amounts paid to Seller pursuant to the Order for any items returned to Seller, and to purchase substitute items or services elsewhere and charge Seller with any loss or additional costs incurred in connection with such purchases. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship the items by a more expensive mode of transportation than specified in the Order, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer. Over shipments may be returned by Buyer at Seller's risk and expense, or retained by Buyer at no increase in price. Unless specifically indicated in the Order, payment may be made after acceptance of the Items.
4. **PACKAGING AND SHIPMENT.** Seller shall be solely responsible to ensure that all items which are to be delivered to Buyer pursuant to this Purchase Order are packed, packaged, marked and otherwise prepared for shipment by Seller in suitable containers and in a manner consistent with sound commercial practices and industry standards for the mode of transportation which is to be utilized, and that appropriate security controls and other safeguards are taken to protect the Items from adulteration. Seller shall mark on each container all necessary and required handling, loading and shipping instructions, as well as all legally required marking and warnings, and shall be fully responsible for all shipping and regulatory requirements imposed by the Department of Transportation or comparable agency. Seller shall include an itemized packing list with each container or shipment. Seller shall provide to Buyer Bills of Lading for each shipment.
5. **RISK OF LOSS; TITLE.** Notwithstanding any terms relating to delivery and freight on the Order, risk of loss and title to the Items shall remain with Seller until the Items ordered are actually delivered to and accepted at Buyer's offices or other destination designated in writing by Buyer. Title to and risk of loss for nonconforming items shall remain with Seller.
6. **INSPECTION AND REJECTION.** Buyer reserves the right to inspect, test and, if found to be nonconforming, reject all or some lesser portion of any Items before, during and after manufacture or delivery. If any inspection or test is to be made on Seller's premises, Buyer shall provide Seller advance notice of such inspection or test and Seller shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors in such manner as not to unreasonably hinder or delay Seller's performance. All Items are delivered subject to Buyer's inspection, testing, approval and acceptance at the specified delivery location notwithstanding any prior inspection or testing at Seller's premises or any prior payment by Buyer for the Items. In addition to Buyer's other rights and remedies available at law or equity, Buyer may return to Seller any Items rejected hereunder at Seller's sole expense and may charge Seller all expenses of unpacking, examining, repacking and reshipping such Items. Nothing contained in the Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
7. **WARRANTIES.** In addition to any other express or implied warranties applicable to the Items to be provided hereunder, Seller warrants to Buyer and Buyer's customers that all Items delivered or provided hereunder will: (i) upon delivery and, thereafter, for the applicable standard warranty period (or, if no warranty period has been specified by Seller, for a period of one (1) year from the date of actual delivery) conform to Buyer's specifications specified in the Order (which, in all cases, shall be controlling), and any samples, drawings, descriptions or specifications provided by Seller; (ii) be new, of good quality, material, and workmanship, merchantable, free of defect, and fit for the purposes for which they are intended and shall conform to the specifications set forth in the Order; and (iii) be free of liens and encumbrances. In addition, Seller warrants that any services included in the Items shall be performed in a professional manner and in accordance with applicable industry standards. Seller warrants that, in performing its obligations hereunder, it shall fully comply with all applicable laws and regulations. Seller warrants that the Items shall not infringe the intellectual property rights of any third party. These warranties shall survive delivery, inspection, testing, and acceptance of, payment for, use or resale of the Items and shall be in addition to any other warranties, express or implied, available to Buyer, and shall be enforceable by Buyer, its successors, assigns or customers or any end user of any product manufactured by Buyer which is associated with the Items furnished hereunder. Neither

inspection nor acceptance of the Items shall impair any of the foregoing warranties. Seller is able to transfer, and upon Buyer's acceptance thereof does transfer, to Buyer good and marketable title to the Items. At Buyer's option, when notified of any nonconformity by Buyer, Seller shall, at Seller's cost and expense, promptly repair or replace any Items or, if applicable, re-do any services which do not conform to the foregoing warranties. In the event Seller fails to promptly honor the foregoing warranties, Buyer, after reasonable notice to Seller and in addition to its other remedies at law or equity, may repair or replace such Items, or re-do such services, and charge Seller for any associated cost(s) and expenses incurred. Provided, however, if Buyer is either unable or opts not to repair or replace any such Item or re-do any such service, Seller shall promptly refund to buyer the full purchase price paid by Buyer for all such Items or services.

8. INTELLECTUAL PROPERTY; NONINFRINGEMENT; CONFIDENTIALITY.

(a) Seller acknowledges and agrees that all specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, written, oral, or otherwise, furnished by Buyer or on Buyer's behalf is and shall remain Buyer's sole and exclusive property, and shall be returned promptly to Buyer or its designee (together with all copies) upon the earlier of Buyer's request or the termination or completion of the Order. Seller acknowledges and agrees that all such intellectual or proprietary property, as well as the terms of the Order and the existence and content of the relationship between the Seller and Buyer, shall be treated as confidential and shall not be used or disclosed by Seller except as required in the course of performance hereunder or under other Orders of Buyer. Seller shall protect the confidentiality of all such information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care. Unless otherwise agreed to in writing by Buyer, information and material furnished or disclosed by Seller to Buyer shall not be considered to be confidential or proprietary, and shall be acquired by us free of restrictions of any kind.

(b) Seller acknowledges and agrees that any and all work product specifically developed, made or conceived by Seller or its agents or employees in connection with its performance under this Contract, including, but not limited to, all works of authorship, mask works, inventions, discoveries, technologies, methodologies, computer programs or files, software, data, concepts, designs, innovations and improvements, drawings, schematics, specifications, source code, and models, is hereby assigned to Buyer and all right, title, and interest therein (including all copyrights, trademarks, trade names, patents, and other intellectual property rights) shall be Buyer's sole and exclusive property. Seller specifically acknowledges and agrees that any copyrightable work made, designed or developed in connection with the performance of this Purchase Order shall be a "work made for hire" within the meaning of Section 201 of the Copyright Law of 1976. To the extent all right, title, and interest does not immediately and automatically vest with Buyer, Seller hereby assigns to Buyer all such right, title, and interest to Buyer, and agrees to execute and deliver to Buyer all documents necessary or advisable to document such assignment. Seller hereby appoints any of Buyer's officers as its duly authorized attorney, and Seller agrees to cooperate to the extent it may reasonably request, for the purposes of executing, filing, prosecuting and protecting the foregoing.

(c) Seller represents and warrants that the items and services delivered or provided hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, contract or other right held by any third party.

(d) Seller shall include all provisions of this Section 8 for the benefit of Buyer, including this Section 8(d), in all of its subcontracts associated with this Purchase Order.

9. TOOLS AND EQUIPMENT. All tools, dies, molds, patterns, jigs, masks and other equipment, chemicals and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements shall remain Buyer's property. Seller shall safely store such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use such property in any other manner whatsoever, except in filling this or other Orders of Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and shall be returned promptly to Buyer upon the earlier of its request or the termination or completion of this Purchase Order.

10. CHANGES. Buyer may, at any time, by written notice to Seller, make changes in drawings, designs, specifications, method of packing shipment, quantity ordered, delivery location or delivery schedule and Seller shall either promptly comply therewith or promptly notify Buyer in writing why it cannot comply therewith. If any such change causes an increase or decrease in Seller's cost or time required for performance, Seller shall document such impact to Buyer in writing and an equitable adjustment shall be made to the price or delivery schedule, or both and the Order shall, upon agreement by Buyer in writing, be modified accordingly. Seller agrees to accept any such changes subject to this paragraph. Any claim by Seller for adjustment under this Section 10 shall be deemed waived unless made in writing within ten (10) calendar days after receipt of written notice by us of the change. No change, modification or revision of the shall be binding upon Buyer unless such change is in writing and signed by a duly authorized representative of Buyer.

11. COMPLIANCE WITH LAWS. Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of this Purchase Order including, without limitation, the Age Discrimination in Employment Act, and Executive Order 11246, as amended, along with the implementing rules and regulations of the Office of Federal Contracts Compliance, Section 503 of the Rehabilitation Act of 1977, as amended; and 38USC 4212 of the Vietnam-Era Veterans' Readjustment Act of 1974, as amended, and U.S. government export control and anti-corruption laws and regulations including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) and the US Foreign Corrupt Practices Act 15 U.S.C. §§ 78dd-1, et seq. At Buyer's request, Seller shall provide appropriate certificates of compliance. Seller shall also comply with all applicable wage and employment laws applicable to its operations engaged in production of the Items, and Seller shall comply with all applicable environment, health and safety laws and rules in producing and shipping the Items, and shall provide to Buyer s current and complete Materials Safety Data Sheets and product information and specifications, as appropriate.

12. GOVERNMENT CONTRACTS. Orders which specify either a government contract number or otherwise indicate that one or more items specified in the Order will be used to satisfy a government contract or subcontract shall be subject to and deemed to fully incorporate all clauses and provisions which are contained in such contracts and subcontracts which are applicable to Seller.

13. CANCELLATION.

(a) In addition to its other rights and remedies at law or equity, Buyer may, at any time, by written notice to Seller, cancel the whole or any portion of the Order either for cause or solely for its convenience. In the event of any cancellation, Buyer may procure, upon such terms and in such manner as it may deem appropriate, items compatible to the items covered by the Order. Seller shall immediately stop all work hereunder on that portion of the Order which is cancelled and, accordingly, shall immediately notify all of its affected suppliers or subcontractors that it is canceling all related orders and to cease all associated work. Upon cancellation for Buyer's convenience, Seller shall be paid a reasonable termination charge consisting of a percentage of the Order price reflecting the percentage of the work performed by Seller prior to the notice of termination plus actual costs directly associated with Buyer's cancellation. Any termination charge shall be offset by the amount that may be recouped by Seller by sale of the cancelled Items to a third party. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by its suppliers or subcontractors which Seller could reasonably have avoided. In the event of any cancellation, Buyer may also require Seller to deliver to it in the manner and to the extent directed by Buyer, any completed or partially completed items indicated on the Order subject to the payment by Buyer to Seller of an allocable portion of the price as may be agreed to by and between Buyer and Seller. Seller shall continue performance of the Order with respect to any portion of the Order which is not cancelled by Buyer. Except as expressly set forth in this Section 13, Buyer shall have no obligation or liability to Seller associated with its cancellation of all or a portion of the Order.

(b) Without limitation, any breach which remains uncured more than thirty (30) calendar days following notification to Seller, including late deliveries, deliveries of items which are defective or which do not conform to the Order, insolvency by Seller, or failure to provide Buyer, upon request, of reasonable assurances of future performance shall each constitute good cause to cancel the Order.

(c) All of Seller's obligations set forth in the Order shall survive the cancellation, termination or completion of the Order.

14. **FORCE MAJEURE.** Except for an obligation to pay any sum when due hereunder, neither Buyer nor Seller shall, under any circumstances, be liable for any delay in or default of any of its obligations hereunder when such delay or default is directly or indirectly caused by or in any manner arises out of any cause beyond its reasonable control and not due to its negligence including, without limitation, fire, flood, accident, act of God, war, embargo, strike, fuel, material and supply shortages or transportation delays (collectively, "Force Majeure Events"). Each party agrees to notify the other as soon as possible of the occurrence of any Force Majeure Event. Upon the occurrence of a Force Majeure Event, the affected party's performance hereunder shall immediately be suspended and any affected delivery or ship dates shall be automatically extended for a period equal to the duration of the Force Majeure Event.

15. **INSURANCE.** In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of Buyer's customers, Seller shall, at all times prior to full delivery hereunder, maintain with an insurance company or companies having an A.M. Best rating of A-VIII or higher, Comprehensive General Liability Insurance (including coverage for liability hereunder) in the minimum amount of \$1,000,000 combined single limit per occurrence or in an amount that is commercially reasonable insurance protection in light of the Items being purchased hereunder, whichever greater. In addition, Seller shall maintain all insurance coverages required by law, including Workmen's Compensation insurance. The insurance coverages specified herein are not intended and shall not be construed as limiting Seller's liability or Buyer's right to indemnity hereunder.

16. **INDEPENDENT CONTRACTOR.** Nothing herein is intended or shall be construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between Buyer and Seller nor any director, officer, agent or employee of Seller. Seller is being engaged as and shall perform all of its obligations hereunder as an independent contractor. Nothing herein is intended or shall be construed by any person as granting Seller the right, privilege or authority to make or execute an agreement on behalf of or otherwise bind or obligate Buyer in any way.

17. **WORK ON BUYER'S PREMISES.** If Seller's performance hereunder involves operations by Seller on Buyer's premises, Seller shall comply with all applicable federal, state, and local laws and regulations as well as Buyer's work and safety rules, and shall take all necessary precautions to prevent the occurrence of any injury to persons or property during such performance.

18. **LIMITATION ON DAMAGES.** Buyer's liability and Seller's recovery, for any injuries, losses, damages, expenses, costs, or other liabilities arising out of the any breach of this contract by Buyer, or Buyer's other acts or omissions (including its negligence) shall be limited to the lesser of (1) the actual and direct costs incurred by Seller for its manufacture of the Items in question prior to such breach, or other acts or omissions, or (2) the purchase price for the Order. In no event shall Buyer be liable to Seller for punitive, special, consequential, indirect, or incidental damages.

19. **INDEMNIFICATION.**

(a) Seller shall indemnify, hold harmless and, upon Buyer's request, defend at Seller's sole cost and expense, Buyer against any claim, suit, action, proceeding, judgment, loss, damage, other liability, cost and expense (including attorneys' fees and defense costs) arising from, relating to, or alleging: (i) any defect (including failure to comply with stated specifications) in the goods or services purchased hereunder; (ii) any injuries (including death) to any person or damages or loss to any person or any property, or any consequential or incidental damages resulting therefrom, caused or contributed to by any act, fault, or negligence of Seller or anyone acting on its behalf or by any fault or defect in any of the Items (including by reason of strict liability in tort); (iii) any infringement, misappropriation or other violation of the patent, trade secret, trademark, trade name, or other intellectual property right of any other person, firm, corporation, or other entity arising from the manufacture, sale, or use of any of the Items; (iv) any act or omission of Seller, its agents, employees or subcontractors; (v) any violation by Seller of any applicable laws, rules or regulations; and (vi) any breach of any of the terms and conditions set forth herein.

(b) In the event that Seller is required, as part of its fulfillment of the terms of the Order, to perform work or services on Buyer's premises or on the premises of Buyer's customers, Seller assumes sole responsibility and liability for losses, expenses, damage, demands and claims in connection with or arising out of any bodily injury (including death) or property damage, which may be alleged to have been sustained in connection with the performance of such work or services by Seller. Seller shall indemnify and hold Buyer harmless from and against any and all losses, damages, demands, claims or liabilities, actions, causes of action, suits, costs and expenses (including attorney's fees and defense costs) arising out of or resulting in any way from the performance of such work or services by Seller or its employees, agents or subcontractors.

(c) The indemnification rights provided herein shall be in addition to the warranty obligations of Seller and any other rights or remedies available to Buyer at law or equity.

20. **CUMULATIVE REMEDIES NON-WAIVER.** The remedies contained herein are cumulative and in addition to any other remedies at law or equity. The failure of Buyer in any one or more instances to insist upon the performance of any of the terms or conditions of this Contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future insistence or performance of any such terms or conditions or the future exercise of any such right.

21. **ENTIRE AGREEMENT.** The Order and these Terms and Conditions of Purchase is the complete and exclusive statement of the contract between Buyer and Seller with respect to Buyer's purchase of the Items covered herein. No waiver, consent, modification, amendment or change of the terms of the Order shall be binding unless in writing and signed by Buyer and Seller. In case of a conflict between the terms and conditions on the face of the Order and the terms and conditions contained on the reverse side of the Order, the terms on the face of the Order shall control; and any documents referred to on the face hereof, constitute the entire agreement between the parties.

22. **ADDITIONAL OR INCONSISTENT TERMS.** Any term or condition set forth in any document or form provided to Buyer by Seller which is any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall not become a part of the Order or be binding on Buyer. If Seller objects to any term or condition set forth herein, Seller must notify Buyer of its objection in writing at the address indicated on the reverse side of the Order not less than ten (10) calendar days prior to Seller's delivery. Buyer's failure to object to terms contained in any communication from Seller shall not constitute a waiver of such term or condition.

23. **GOVERNING LAW: JURISDICTION.** This Contract, and any disputes arising out of or relating to this Contract, shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the Uniform Commercial Code as in effect on the date of the Order, notwithstanding any conflicts of law rules to the contrary. The United Nations Convention on the International Sale of Goods shall not apply to this Contract or any purchase hereunder. Any action or proceeding directly or indirectly arising out of or relating to this Contract shall only be brought, heard, and determined in the State or Federal Courts located in New Jersey. Seller hereby irrevocably submits and agrees to the exclusive jurisdiction and venue of such courts with respect to any such action or proceeding, and irrevocably waives any and all objections to personal

jurisdiction and inconvenient forum, and agrees that process may be served upon it in any such action or proceeding by United States registered mail directed to the address indicated in the attached Order.

24. REQUIRED CLAUSES. Any clause required to be included in a document of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

25. ASSIGNMENT/SUBCONTRACTING. The Order and this Contract shall not be assigned by Seller without Buyer's prior written consent and any purported assignment hereof shall be null and void and shall not relieve Seller of its obligations hereunder. Seller shall not subcontract delegate performance of all or any part of the services to be performed hereunder without the prior, written consent of Buyer.

26. SEVERABILITY. In the event any of the provisions of this Contract in any way violates or contravenes applicable law, such provision(s) shall be deemed not to be a part of this Contract and the remainder of this Contract shall remain in full force and effect.

27. SETOFF. All claims for money due or to become due from Buyer shall be subject to deduction or set off by the Buyer by reason of any counter-claim arising out of this or any other transaction with Seller.

28. NOTICES. Any notice or communication required or permitted under the Order shall be in writing and shall be deemed received when personally delivered or three calendar days after being sent via first-class mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

29. LANGUAGE AND TRANSLATION. All communications and proceedings of any kind related to this Order shall be in the English language. The parties acknowledge that only the English language version of this Order shall be executed and binding upon the parties and that any translation of this Agreement shall be provided for convenience purposes only.

30. ITEM IDENTIFICATION AND TRACEABILITY. Item identification shall permit traceability to the specific Seller raw material or Item lot numbers, as well as the manufacturing, inspection and test records, as applicable. Seller shall utilize and ship Items on a first in first out basis (FIFO) basis. The Seller is expected to ship product with at least 120 days left on the expiration date prior to shipment to Buyer and to ship product that has been manufactured within 2 years from the date the product was ordered by Buyer. Batch sequence and/or manufacturing date must be identified by either a date code or batch/lot number. No exceptions to this requirement shall be permitted unless acknowledged in writing by Buyer.