

BDI Pharma, Inc.
Standard Terms and Conditions of Sale
For Supply Arrangements

AGREEMENT. The following sets forth BDI Pharma, Inc.'s ("BDI's") Standard Terms and Conditions of Sale ("BDI's Terms and Conditions") as of the date listed above (the "Effective Date"). BDI may amend BDI's Terms and Conditions from time to time without notice. The version of BDI's Terms and Conditions as of the Effective Date, together with the terms of any Credit Application and Agreement executed by Buyer and any other contract signed by BDI and Buyer relating to products sold or distributed by BDI ("Products"), shall be collectively referred to herein as the "Agreement." In the event of a conflict between BDI's Terms and Conditions and the terms of a written contract signed by BDI and Buyer, the conflicting terms of the latter shall control.

BDI's Terms and Conditions apply to any offer, acceptance, acknowledgment, invoice, proposal, quotation or other similar document issued by BDI in connection with a sale of Products to Buyer. BDI's Terms and Conditions also apply to any purchase order or other similar document issued by Buyer in connection with the purchase of Products from BDI (a "P.O."), unless the parties expressly agree to the contrary in a writing signed by both parties. Any terms or conditions stated by Buyer in any P.O. that are different from, or in addition to, the Agreement will be void and of no force or effect and are hereby expressly objected to and rejected. BDI is not obligated to accept any P.O. from Buyer and all orders are subject to acceptance by BDI. Once BDI agrees to fill an order for Products, Buyer's order cannot be cancelled without the written consent of BDI. All sales of Products to Buyer are nonreturnable and nonrefundable.

SHIPPING; DELIVERY AND RISK OF LOSS. All Products shall be shipped FOB Destination. BDI will use commercially reasonable efforts to deliver Products within time frames requested by Buyer in accepted P.O.'s, but BDI does not make any guarantee about delivery time. Shipments will be delivered to the shipping address designated by Buyer for delivery during normal receiving hours.

Where practicable, all standard P.O.'s received by BDI prior to 7:00 p.m., EST, Monday through Thursday, shall be filled and shipped via overnight delivery.

Orders placed on Friday before 7:00 p.m. EST can be shipped for Saturday delivery, but will be considered a nonstandard order. Special delivery charges associated with nonstandard orders and any other nonstandard shipping charges arising from a Buyer's special shipping request shall be prepaid by BDI and invoiced to Buyer; provided, however, that BDI shall pay special delivery charges resulting from BDI's failure to fill an order correctly.

CLAIMS FOR SHORTAGE, DEFECTS, OR PRODUCT DAMAGE. Buyer must report any claims for shortage, defects or damage to any refrigerated Products upon receipt of shipment from BDI and on all other Products within 48 hours of receipt of shipment from BDI. If Buyer believes any of the Products contain a manufacturing defect, Buyer must contact the manufacturer directly.

HANDLING AND STORAGE. Subject to the terms of any applicable Consignment Agreement between the Parties, Buyer will at all times handle, maintain, store, transport, deliver and otherwise manage and distribute the Products supplied by BDI in strict accordance with all handling, maintenance, storage, transportation, delivery and distribution requirements as labeled on the Products or as specified by BDI or the third-party manufacturer and in strict accordance with all applicable federal, state and local laws, rules, regulations and practices. Buyer shall keep and maintain for the period of time required by applicable laws (but at least for a five-year period) detailed records and make such records available for inspection by BDI during normal business hours upon reasonable advance notice.

PERMITS AND LICENSES. Buyer represents and warrants that it has in place and will maintain all necessary licenses, permits, certificates and other requisite documents in connection with purchasing, handling, maintaining, storing, transporting, delivering and otherwise managing and dispensing the Products under this Agreement. Buyer represents and warrants that all locations designated as “ship-to” locations shall have at all times all necessary licenses, permits, certificates and other authorizations required to receive shipment of Products from BDI legally.

OWN USE. Unless otherwise agreed in writing by BDI, Buyer agrees that it will restrict the use of the Products to the United States, excluding its territories. Buyer acknowledges that BDI is required pursuant to its agreements with manufacturers to sell and distribute the Products only to end users and third parties prescribing the Products to end users. Buyer confirms that Buyer is a third party prescribing the Products to end users and Buyer represents and warrants that the Products are being ordered and delivered solely for prescription to end users of the Products. Buyer agrees it shall not further distribute the Products or obtain the Products for any other use.

PAYMENT TERMS. The prices BDI establishes for its Products do not include any applicable sales, use, value-added, excise or withholding taxes or any customs, duties or fees which Buyer shall be responsible for paying. Buyer will indemnify and hold BDI harmless against any such taxes, duties or fees. Unless BDI's agrees in writing to different terms or BDI's invoices to Buyer contain different terms, Buyer will pay BDI no later than 15 days from the invoice date. Buyer will pay to BDI a late charge on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. A thirty-five dollar service fee will be issued to Buyer's account for each returned check.

In the event that Buyer is past due in payment of any P.O. or invoice, BDI may place Buyer's account into credit hold status. While in credit hold status, any pending shipments, or additional P.O.'s placed may be suspended at BDI's sole discretion. Receipt by BDI of payment in full for all outstanding balances, including any late fees or associated penalties, is required for BDI to consider removing an account from credit hold status. Buyer shall furnish financial information requested by BDI as reasonably required in order to establish Buyer's eligibility for the extension of credit. BDI reserves the right in its sole discretion to require payment in full prior to shipment of any Products.

Buyer will pay all costs and expenses (including attorneys' fees) incurred by BDI in collecting any amounts owed by Buyer. Buyer hereby waives any existing and future claims and offsets

against payments due for the purchase of any and all Products and agrees to pay all amounts due regardless of any such offset or claim.

DISPUTED INVOICES. If Buyer disputes an invoice in good faith, Buyer shall promptly notify BDI in writing of the grounds for the dispute and pay any undisputed portion of the invoice. The Parties shall use commercially reasonable efforts to resolve the matter within fifteen (15) days of such notice.

SECURITY INTEREST. Subject to the terms of any Consignment Agreement between Buyer and BDI (if applicable), Buyer hereby grants and BDI hereby retains, a purchase money security interest and lien in and to the Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. Buyer consents to BDI's use of this Agreement, as well as Product invoices, as financing statements for protecting this security interest and hereby appoints BDI as Buyer's agent for service of process.

SUPPLY INTERRUPTION; FORCE MAJEURE. BDI may suspend deliveries of Products under this Agreement and is not responsible for failure to fulfill its obligations under this Agreement in the case of acts of God, war, natural disaster, acts of terrorism, acts of government, fire, explosion, labor disputes, inability to obtain products in finished form, interruptions or shortages of supply of products, deficiencies in raw materials or transportation, national emergency, or any cause beyond the control of BDI (a "Force Majeure Event"). If a Force Majeure Event occurs, BDI may suspend or cancel any deliveries in whole or in part without liability to Buyer by notifying Buyer. In addition, BDI may allocate orders for Products among its customers from emergency supply inventories and reduce or otherwise adjust Buyer's orders accordingly without liability to Buyer by notifying Buyer.

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. Buyer acknowledges that BDI is a wholesale distributor of the Products and is not a manufacturer of the Products. Buyer agrees that BDI has no liability of any kind for any defects, deficiencies or problems with the Products, including without limitation any defects, deficiencies or malfunctions that may occur during either the manufacturing or the plasma collection process that may compromise the integrity of the Products. Buyer acknowledges that BDI is not liable for any illness or condition resulting from compromised or damaged Products or due to improper or inappropriate administration of the Products.

BDI MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT OR THE PRODUCTS, AND BDI EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THIS AGREEMENT AND THE PRODUCTS AND ANY OTHER MATERIALS OR INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; PROVIDED, HOWEVER, THAT TO THE EXTENT IT IS LEGALLY AUTHORIZED TO DO SO, BDI WILL ASSIGN OR OTHERWISE "PASS-THRU" TO BUYER ANY WARRANTIES PROVIDED TO BDI BY THE THIRD-PARTY MANUFACTURER OF THE PRODUCTS.

LAWS FROM TIME TO TIME IN FORCE IN THE RELEVANT MARKET MAY IMPLY WARRANTIES WHICH CANNOT BE EXCLUDED OR WHICH CAN ONLY BE EXCLUDED TO A LIMITED EXTENT, IN WHICH CASE, BDI LIMITS ITS WARRANTIES AND LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT WILL BDI OR ANY OF ITS SUPPLIERS, OR AGENTS BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR WITH THE SALE, HANDLING, MAINTENANCE, STORAGE, TRANSPORTATION, DELIVERY, USE OR DISTRIBUTION OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY LOSSES, EXPENSES, OR DAMAGES INCURRED BY REASON OF LOST REVENUES OR PROFITS, COSTS OF SUBSTITUTE PRODUCTS, EXPENSES OR LOSSES, EVEN IF FORESEEABLE OR IF BDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The entire liability of BDI to Buyer, and the sole and exclusive remedy of Buyer, for any claim or cause of action arising hereunder (whether in contract, tort, or otherwise) will not exceed the purchase price paid for the Products which are the subject of such claim or cause of action. BDI will not have any tort liability to Buyer arising from this Agreement including claims relating to negligence or defects in the Products; provided, however, that this limitation does not affect claims by third parties for personal injury due to BDI's negligence. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material to this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

INDEMNIFICATION BY BUYER. Buyer agrees to indemnify, defend and hold harmless BDI and its employees, officers, directors and agents from and against any and all losses, claims, suits, demands, damages, costs, expenses, attorneys' fees, fines, and penalties that result from or arise out of (i) an actual or alleged defect in the Products; (ii) any misconduct, negligence, misrepresentation, error or omission on the part of Buyer or Buyer's employees, subcontractors or agents; and (iii) any breach by Buyer or default of Buyer of any of its representations, warranties or obligations under this Agreement.

LIMITATIONS PERIOD. Notwithstanding any provision to the contrary, any claim(s) between the Parties arising out of this Agreement shall be brought within one year after the accrual of such claim(s). Any such claims not brought within one year of accrual are waived and forever barred.

COMPLIANCE WITH LAWS. Buyer will at all times comply with all applicable federal, state and local laws, rules, regulations and practices in connection with (i) purchasing, handling, maintaining, storing, transporting, delivering, using, and distributing the Products; (ii) billing to

any private payor or federal or state healthcare program, including but not limited to federal and state anti-kickback statutes; and (iii) exercising its rights and performing its obligations under this Agreement.

GOVERNING LAW. This Agreement will be governed by the laws of the State of South Carolina, without regard to the principles of conflict of laws. The parties hereto consent to the exclusive jurisdiction and venue of the federal and state courts of the State of South Carolina located in Richland County, and expressly waive any objection to the jurisdiction or convenience of such courts.

SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions of this Agreement, and a valid provision which most closely approximates the intent and economic effect of the invalid provision shall be substituted for the invalid provision.

ENTIRE AGREEMENT/NO ORAL MODIFICATION. This Agreement is the complete and entire agreement between BDI and Buyer regarding the purchase of Products. This Agreement supersedes any prior or contemporaneous discussions, communications and agreements, including but not limited to representations made in BDI sales literature and advice given to Buyer by BDI or any agent or employee thereof that may have been made in connection with Buyer's purchase of any Products from BDI. Except as otherwise provided herein, this Agreement may be amended only in a writing, signed by both parties. E-mail communications shall not constitute a writing sufficient to amend the Agreement. Any purported oral modification hereof shall be void.

WAIVER. No waiver of any right by either party shall be of any effect unless such waiver is express, in writing and signed by the waiving party.

RIGHTS AND REMEDIES. The rights and remedies expressly provided to BDI herein are not exclusive, but are cumulative and in addition to any other remedies available at law or in equity.

NO ASSIGNMENT. Neither this Agreement nor any right or interest under this Agreement may be assigned without BDI's prior written consent. Any attempted assignment by Buyer without the written consent of BDI will be void.

Form Approved by BDI Legal Department July 24, 2014
