

**SAGENT PHARMACEUTICALS
STANDARD TERMS AND CONDITIONS OF SALE**

GENERAL: These terms and conditions of sale (“Terms and Conditions”) will exclusively govern the sale by Sagent Pharmaceuticals (“Sagent”) of all pharmaceutical products (“Products”) to you (the “Buyer”) unless there is a separate sales agreement expressly governing such sale, executed by both Sagent and Buyer, in which case such agreement shall govern. Acceptance by Sagent of the Buyer’s purchase order(s) is expressly conditioned on the Buyer’s assent to all of the Terms and Conditions contained herein. Any conflicting or additional Terms and Conditions and any provisions of any other offer, proposal, agreement, invoice, order or other document or communication shall be of no force or effect. Sagent reserves the right to change the website and these Terms and Conditions from time to time without notice.

“AS IS” WARRANTY AND LIMITATION OF LIABILITY: The Buyer acknowledges and agrees that the Products are being sold and delivered to the Buyer by Sagent "AS IS". **SAGENT MAKES NO EXPRESSED OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, THE BUYER AGREES THAT THERE IS NO EXPRESSED OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SAGENT SHALL NOT BE FOUND LIABLE FOR ANY MONETARY DAMAGES OF ANY KIND WHATSOEVER RELATED TO THE USE OF THE PRODUCTS, AND ANY AND ALL RISK OF SUCH USE IS HEREBY SPECIFICALLY ASSUMED BY THE BUYER.**

LEGAL COMPLIANCE: U.S. law regulates the export, re-export or other transfer of the Products that are sold by Sagent and purchased under these Terms and Conditions. Any required U.S. and non-U.S. government authorization or license must be obtained by the Buyer at the Buyer’s sole cost and expense prior to shipment of the Products, and diversion contrary to U.S. and non-U.S. law is prohibited. By ordering these Products from Sagent, the Buyer agrees to comply fully with all applicable export control laws and regulations of the United States and all laws of applicable foreign governments regarding the transportation, shipment, use, handling, administration and sale of the Products, and expressly assumes responsibility for determining whether a subsequent transaction requires U.S. and non U.S.

government authorization or license and, if so, for obtaining such authorization or license at its own expense.

INDEMNIFICATION: The Buyer shall indemnify and hold harmless Sagent, its affiliates, directors, officers, employees and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including costs, reasonable attorney’s fees and reasonable investigative costs) in connection with any suit, demand or action by any third party to the extent that such suit, demand, or action arises out of or results from the Buyer’s use or sale of the Products purchased by the Buyer.

DELIVERY: The Products shall be shipped, at Buyer’s expense, in accordance with Sagent’s policies and as expressed on the relevant invoice. Upon delivery of the Products at the port or airport of shipment or to the carrier indicated by the Buyer, as applicable, the responsibility of Sagent will cease, with the responsibility for the Products being immediately transferred to the Buyer, which thereafter will assume all costs and other charges arising out of this operation, including, but not limited to, all care required for the Products’ transportation.

PAYMENT TERMS: Payment in advance or, at Sagent’s option, pursuant to a letter of credit issued in favor of Sagent by a bank acceptable to Sagent and in form satisfactory to Sagent, prior to shipment of the Products in an amount equal to the purchase price of such Products including all estimated shipping and handling charges. In the event any payment is not made within thirty (30) days following its due date, Sagent shall be entitled to receive a late fee of one percent and a half (1.5%) per month.

PRICING & AVAILABILITY: The content and information on the Website including but not limited to pricing and availability of product is subject to change without notice.

GOVERNING LAW: These Terms and Conditions shall be governed by the laws of the State of Illinois, U.S.A. without regard to conflict of law provisions. All disputes, controversies or claims, whether of law or fact, of any nature whatsoever arising from or respecting these Terms and Conditions shall be conducted in the state and federal courts located in Cook County, Illinois and each Party expressly consents to the personal jurisdiction of such courts.