

## COA ACKNOWLEDGMENT

Customer acknowledges and agrees to the following with respect to any Order and purchase of Goods from Jost Chemical Co. ("Jost Chemical") (the terms "Order" and "Goods" are defined below):

1. This COA Acknowledgment ("COA Term") automatically applies to and is a part of all written and oral purchase orders and amendments thereto and any request for quotation, blanket purchase orders, releases, purchase agreements, supply agreements or similar documents issued by Customer to Jost Chemical in the past, now or in the future ("collectively referred to as an "Order"). All Jost Chemical products, and services (whether or not ancillary to a sale of goods) such as samples, engineering and design only, work in process and end products to be provided under an Order are included in the term "Good(s)". Terms and conditions in any attempted Customer acknowledgment of an Order, offer or other Customer document inconsistent with or in addition to the terms and conditions of this COA Term are not binding upon Jost Chemical and Jost Chemical hereby rejects thereto (unless specifically accepted by Jost Chemical in writing and signed by Jeff Lenger).
2. All Goods are USP, EP, NF, FCC, JP and Purified and will follow specifications consistent with USP general chapter <61> and limit total aerobic plate to less than 1000 cfu per gram, yeast and mold to less than 100 cfu per gram and are negative to the presence of coliform.
3. Any Goods provided by or to be provided by Jost Chemical to Customer pertain only to the production composite sample tested by Jost Chemical, which actual volume is <.008% of the Goods production lot. Jost Chemical makes no promises that the microbiological properties of the Goods supplied at Customer's request is indicative of or can be extrapolated to the entire Goods production lot or to the universe of Goods which may have been or will be manufactured in parallel or in the future, by Jost Chemical and purchased by Customer.
4. Without further processing, non-sterile Goods from any manufacturer, including Jost Chemical, are unsuitable for parenteral use or for applications required to be aseptic, pyrogen-free, endotoxin-free or totally void of pathogens. The microbial results, representing Jost Chemical's composite sample making up <.008% of a Good production lot, is insufficient to show that Goods are suitable for parenteral, aseptic, pyrogen-free, endotoxin-free or pathogen free applications.
5. Jost Chemical is making no other predictions, guarantees or warranties of any kind with respect to any Goods subsequently purchased by Customer that are contrary to this COA Term. In consideration of the supplier relationship, Goods that may be provided, and in acknowledgment and agreement of the foregoing, Customer shall defend, indemnify, and hold harmless Jost Chemical and its officers, employees, agents or subcontractors against every (actual or threatened) claim that may be brought against Jost Chemical by Customer or any other person or party that purchases or uses the Goods in any way that is based on, arising from or are in any way related to statements, representations, warranties or claims made by Customer, or those acting directly or indirectly for Customer's benefit, which are inconsistent with or contradictory to the terms of this COA Term.