

**PURCHASE ORDER TERMS & CONDITIONS**  
For MSD Israel Purchase Orders (Revised 01 February 2024)

**1. ACCEPTANCE:** Any PURCHASE ORDER issued by Merck Sharp & Dohme (Israel-1996) Company Ltd. ("MSD") under these terms and conditions shall (together with such terms and conditions) become a binding contract when accepted by acknowledgment of SUPPLIER or commencement of performance by SUPPLIER within the time frame therefore set forth in said PURCHASE ORDER. Any different or additional terms or conditions in any SUPPLIER quotation, acknowledgment, commencement, or invoice shall constitute a counteroffer and no contract shall exist unless accepted in writing and signed by MSD. Notwithstanding the foregoing, if SUPPLIER has commenced performance prior to MSD's written acceptance aforesaid, then said different or additional terms shall be deemed null and void and these terms and conditions shall prevail. MSD may, from time to time, change or supplement these terms and conditions. For avoidance of doubt, and notwithstanding the above, nothing in these terms and conditions is intended to supersede the terms of any agreements between MSD and SUPPLIER that pre-date these terms and conditions.

**2. CHANGES:** MSD may, at any time, direct in writing additions, deletions, or changes to all or any part of the scope of the PURCHASE ORDER, and SUPPLIER agrees to perform such work as changed. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, SUPPLIER shall submit detailed information substantiating such claims. If required, an equitable adjustment shall be made to the price or time of performance, or both, and the PURCHASE ORDER shall be modified in writing accordingly. Should SUPPLIER agree to such changes, the PURCHASE ORDER shall be deemed as including the agreed changes. In case such changes increase or decrease the costs or payments for the goods or services, SUPPLIER shall inform MSD and get its prior written approval.

**3. QUALITY:** All goods are subject to MSD's approval notwithstanding prior inspection or payment and, if not satisfactory or in accordance with specifications, may, at MSD's sole option, be returned to SUPPLIER at SUPPLIER's expense for transportation both ways and the amounts paid therefore by MSD promptly refunded to MSD. All services are subject to MSD's approval notwithstanding prior inspection or payment and, if not satisfactory or in accordance with specifications, may, at MSD's sole option, be performed at SUPPLIER's expense to MSD's satisfaction or the amounts paid therefore by MSD promptly refunded to MSD.

SUPPLIER warrants that the goods sold pursuant to any PURCHASE ORDER (including without limitation any goods provided in connection with services) conform to all SUPPLIER drawings, specifications, samples and other written descriptions furnished to MSD, are new, unused and under all applicable

manufacturers' warranties unless otherwise specified in the PURCHASE ORDER, are fit for the purpose(s) represented by SUPPLIER, and are merchantable, of highest quality and workmanship and free from defects. SUPPLIER shall promptly repair or replace, at no cost to MSD, any part of the goods MSD finds to be defective at any time within one (1) year of acceptance. In addition to the foregoing warranties, SUPPLIER shall pass to MSD any and all manufacturers' warranties.

SUPPLIER warrants that the services pursuant to any PURCHASE ORDER shall be performed in a professional workmanlike manner, in conformity with standard practices and all applicable laws, rules and regulations, and shall be fit for the purpose(s) represented by SUPPLIER and of highest quality and workmanship.

If MSD chooses to accept defective or nonconforming goods and/or services, MSD may do so. In such event, the price set forth in the relevant PURCHASE ORDER shall be reduced by the difference between (1) the value as set forth in the relevant PURCHASE ORDER and (2) the value of the goods and/or services (as appropriate) as accepted, as reasonably determined by MSD.

The following shall apply to any SUPPLIER of 1) cGMP materials or products that will be used by MSD in manufacturing; 2) wood pallets; and/or 3) non-cGMP materials or products whereby MSD has previously notified SUPPLIER to comply; SUPPLIER expressly agrees and represents, warrants and covenants that any shipment to a MSD site or location using wood pallets shall only be done if the wood pallets meet the following criteria:

Certified heat treated wood pallets, in accordance with the International Standards for Phytosanitary Measures (ISPM) 15 "Regulation of Wood Packaging Materials in International Trade", developed by the International Plant Protection Convention (IPPC), as amended; provided, however, that nothing herein or therein shall permit the use of any chemical on wood pallets to be supplied to MSD.

No additional chemical treatments have been used on such wood pallets, including, but not limited to Methyl Bromide.

Contain the heat-treatment certification (stamped "HT"), the country of origin twoletter designator, the regional identifier and a registration number in accordance with ISPM, and such stamp, designator and number will be located on the wood pallet to allow MSD to visually inspect the wood pallet, upon receipt.

Any materials derived from humans ("Human Material") must be properly collected with all necessary approvals, consents and/or authorizations for the collection, use and/or transfer of such Human Material as contemplated by the PURCHASE ORDER without any obligation on MSD to those who contributed

the Human Material. SUPPLIER shall provide documentation of such approvals, consents, and authorizations upon MSD request.

Data Integrity. Any documentation or data relevant to activities performed, including without limitation any GMP documentation, must be attributable, original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data / documentation.

4. PRICE: The prices set forth in any PURCHASE ORDER shall not be increased without MSD's prior written consent. If a price is not stated for any goods and/or services in any PURCHASE ORDER, SUPPLIER shall invoice such goods and/or services at their then current list prices less any applicable price discounts. If, at any time during the performance of any PURCHASE ORDER, SUPPLIER shall quote or sell, at lower net prices, similar goods and/or services under similar conditions and (as to goods) in similar quantities, such lower prices shall be substituted for the prices identified in said PURCHASE ORDER.

5. PAYMENT and PAYMENT DISCOUNTS: SUPPLIER agrees to submit invoices to MSD's Accounts Payable organization at:

MSD Israel
Accounting Dept.
34 Hacharash St.
Hod Hasharon, Israel 4527701
E-Mail (for digital invoices only): <a href="mailto:invoiceisrael@msd.com">invoiceisrael@msd.com</a>

MSD shall make payment for invoices received pursuant hereto (or the undisputed portions of such invoices) within ninety (90) days from receipt of a properly prepared invoice. Where, however, other payment terms appear on the front of any PURCHASE ORDER, payment shall be made in accordance with those terms and conditions, subject to applicable law. If any SUPPLIER invoice is subject to any payment discount, the discount period shall be calculated from the date the invoice is received by MSD's Invoice Processing Department.

6. SHIPMENT AND DELIVERY: Shipment of all goods purchased pursuant hereto shall be effected as set forth in the PURCHASE ORDER. Unless otherwise expressly set forth in the relevant PURCHASE ORDER, SUPPLIER shall not charge MSD for insurance on shipments of goods, or for packing, crating, or drayage of goods. SUPPLIER shall notify MSD immediately of any situation that may delay or threaten to delay the timely delivery and/or performance of any PURCHASE ORDER. All or any portion of any PURCHASE

ORDER may, at MSD's option, be canceled without liability by MSD, if delivery is not made as or when specified in said PURCHASE ORDER and these terms and conditions.

**7. "HASSLE-FREE" RETURN/REPLACEMENT POLICY:** Any goods shipped by SUPPLIER in excess of the quantity designated in any PURCHASE ORDER or tolerance from quantity previously agreed to in writing may be returned by MSD at SUPPLIER's sole expense.

For goods and/or services purchased pursuant hereto with a price (as to services) or unit price (as to goods) under \$1,000, MSD shall be entitled to a "hassle free" return/ replacement policy as follows: If an end user has not received the goods and/or services ordered or has deemed the goods and/or services delivered by the SUPPLIER to be unacceptable for any reason, the SUPPLIER shall immediately provide the correct goods and/or services upon notification, or (as to goods) at MSD's sole discretion, accept a return of the original goods shipped to MSD without question.

In such latter event, restocking fees, freight charges, or any other new or additional charges will not be imposed upon MSD. If replacement goods are available, they will be provided at the price set forth in the PURCHASE ORDER. The cost of any returned goods will be credited to MSD, and any costs associated with the return of goods to the SUPPLIER will be borne by the SUPPLIER.

**8. FORCE MAJEURE:** Neither party shall be liable to the other for failure to perform when and as specified in these terms and conditions or in any PURCHASE ORDER if such failure to perform is caused by war, fire (outside of the reasonable control of the party claiming the force majeure), flood, strike, labor dispute, accident (outside of the reasonable control of the party claiming the force majeure), riot, act of God, act of governmental authority, or other contingencies beyond the control of the non-performing party interfering with said party's ability to perform its obligations hereunder, provided that the non-performing party has taken reasonable efforts to overcome the force majeure event and to perform to the extent possible under the circumstances.

**9. ASSIGNMENT:** SUPPLIER shall not assign, in whole or in part, to any person, firm, corporation, governmental agency, or any other third party its rights, interests or obligations under any PURCHASE ORDER placed pursuant to these terms and conditions without MSD's prior written consent.

**10. RECORDS AND RIGHTS TO AUDIT:** MSD shall have the right to examine and audit the books and records of SUPPLIER at any reasonable time. Such books and records will be maintained for at least seven (7) years in accordance with generally accepted accounting principles and will be adequate to enable determination and substantiation of: (1) the accuracy of any payments required to

be made under the relevant PURCHASE ORDER; and (2) compliance with the provisions of the relevant PURCHASE ORDER. SUPPLIER shall ensure that all requirements in this SECTION are incorporated into all subcontracts at any tier.

**11. RIGHTS TO DATA:** All drawings, plans, specifications, data and any other development made, or produced under the relevant PURCHASE ORDER shall become the property of MSD.

**12. PROPRIETARY INFORMATION:** In the course of providing goods and/or while performing services pursuant hereto and at any time prior or subsequent, SUPPLIER will not, without prior written approval of MSD, use for itself or for others, or disclose to any third party, any confidential information, knowledge or data of or regarding MSD, concerning any product, apparatus, process, formula, manufacturing method, or manner of doing business that may be used, developed, or investigated by SUPPLIER or may come to SUPPLIER's attention in the course of or in connection with providing the goods and/or performing the services (hereinafter individually and collectively referred to as "INFORMATION"). The obligations in this paragraph shall not apply to any information, knowledge or data already known to SUPPLIER or that, prior to the time of disclosure, are properly in the public domain.

SUPPLIER shall promptly notify MSD of any order or request by a governmental authority for INFORMATION, shall coordinate with MSD the appropriate response to such order or request and, without derogating from the aforesaid, thereafter limit the disclosure of INFORMATION in its response to the minimum necessary in order to reply. SUPPLIER shall provide reasonable assistance requested by MSD in preparing and filing any request for confidentiality with such governmental authority.

If so requested by MSD, SUPPLIER further agrees to require its employees to execute a nondisclosure agreement prior to providing goods and/or performing any services pursuant hereto. SUPPLIER understands and agrees that any use or disclosure of INFORMATION in violation of these terms and conditions will cause MSD irreparable harm without an adequate legal remedy and shall therefore entitle MSD to injunctive relief from any court having jurisdiction.

**13. DATA PRIVACY AND SECURITY:** In the course of providing goods and/or while performing services pursuant hereto, SUPPLIER agrees that when collecting, accessing or using any personal information that can identify an individual, SUPPLIER will only collect, access, use and disclose the minimum information necessary to enable SUPPLIER to perform its obligations and that it will do so only in accordance with MSD's instructions or where disclosure is required by law; in such cases the required disclosure shall be reported to MSD by SUPPLIER in sufficient time prior to any such disclosure as to allow MSD to take any protective action if it deems necessary. SUPPLIER agrees to protect such information from loss, misuse, unauthorized access, disclosure, alteration or destruction and promptly notify MSD of any loss, misuse unauthorized access,

disclosure, alteration or destruction to such information of which SUPPLIER becomes aware and follow MSD's instructions regarding such incident.

**14. INDEMNITY:** SUPPLIER hereby releases and shall indemnify, defend and hold harmless MSD, and its subsidiaries and affiliates, and representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of SUPPLIER's employees, whether arising before or after delivery of the goods or completion of the services pursuant hereto and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUPPLIER, its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of any PURCHASE ORDER.

**15. INSURANCE:**

A. Without derogating from SUPPLIER's liability by law or under the PURCHASE ORDER, SUPPLIER shall, in connection with each PURCHASE ORDER, at its sole expense, maintain in effect at all times during the performance of the services under the PURCHASE ORDER insurance coverage with limits as follows:

Employer Liability \$1,500,000 per employee and \$5,000,000 per event \* and in the aggregate per year in connection with the work covered under the PURCHASE. This shall include an Alternate Employer endorsement if MSD employees are directing the activities of SUPPLIER employees.

Commercial General Liability - Occurrence Form: Third Party Liability Insurance with limits of liability of not less than USD 500,000 per claim and in the aggregate per year.

Coverage for Bodily Injury/Property Damage-Each Occurrence, Personal and Advertising Injury, Products/Completed Operations, Contractual Liability \$500,000 Professional Liability with limits of liability of no less than \$500,000 per claim and in the aggregate per year.

Property

Applicable to MSD property held in SUPPLIER's care, custody and control (e.g., warehouse). MSD must be named as an additional insured or loss payee.

\* Limits commensurate with replacement value of property.

The Policies will provide coverage to the SUPPLIER, its agents and/or employees performing their duties including imputed liability. SUPPLIER will add MSD as additional insured to the Policies, subject to cross-liability clause. The Policies shall be primary, with no contribution by insurance of MSD, its parent company or any of their related companies. All deductibles or self-insured retentions shall be the responsibility of, and shall be borne by the SUPPLIER

B. The SUPPLIER shall deliver to MSD, prior to the commencement of work pursuant to the PURCHASE ORDER, Certificates of Insurance, as evidence that policies providing such coverage and limits of insurance are in full force and effect, with insurers within one of the top four rating in Israel, acceptable to MSD. These Certificates shall provide that not less than thirty (30) calendar days advance notice will be given in writing to MSD of any cancellation, nonrenewal, or material alteration of said insurance policies. All policies, shall name MSD its officers, directors and employees, as an additional insured and shall waive all rights of subrogation against MSD. Also, the SUPPLIER's insurance shall be primary with no contributions by MSD's insurers.

MSD shall not maintain any insurance on behalf of SUPPLIER covering loss or damage to the work or to any other property of SUPPLIER unless otherwise specifically set forth in the PURCHASE ORDER.

Notices, in original and one copy of cancellation, non-renewal and alteration of such policies shall be delivered to MSD's Purchasing Representative.

**16. LAWS, REGULATIONS, AND PERMITS:** SUPPLIER and all subcontractors of SUPPLIER shall abide by the requirements of applicable laws and regulations prohibiting discrimination against individuals based on their personal status, disabilities, age, race, color, religion, sex, sexual orientation, gender identity, beliefs, pregnancy, fertility treatments, parenthood, support of political party, serving military reserve force or national origin. Moreover, SUPPLIER, and its subcontractors take affirmative action to employ and advance in employment individuals without regard to any of the above criteria.

**17. RELEASE AGAINST LIENS OR CLAIMS:** SUPPLIER shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in connection with the goods and/or the services pursuant to these terms and conditions. MSD may require SUPPLIER to submit satisfactory evidence of payment and of all such claims. If there is any evidence of any such unpaid claim, MSD may withhold any payment until SUPPLIER has furnished such evidence of payment and release, and SUPPLIER shall indemnify and defend MSD against any liability or loss arising from any such claim. SUPPLIER agrees that no lien shall be filed by it or by any subcontractor against any MSD property or improvements and in any event, shall provide for the release thereof. The SUPPLIER shall do all things necessary to permit MSD to file and index, as and to the extent provided and permitted by law, an appropriate waiver of liens in the form required by MSD, in the proper venue before SUPPLIER commences any work under the PURCHASE ORDER. Where applicable law prohibits or fails to recognize waivers of liens, SUPPLIER shall provide and execute a partial release of liens, and an affidavit of payment for debts and claims, and all other properly executed waivers or releases as typically provided in the state where the goods are delivered and/or the services are performed.

**18. NON-EXCLUSIVITY:** The parties understand and agree that neither these terms and conditions nor any PURCHASE ORDER shall create rights or obligations of exclusivity inuring to the benefit of SUPPLIER. Nothing in these terms and conditions or in any PURCHASE ORDER shall limit MSD's right to, at all times, purchase goods and services from other SUPPLIERS.

**19. INDEPENDENT CONTRACTOR:** SUPPLIER is an independent contractor, and all persons employed by SUPPLIER in connection herewith shall be its employees and not employees of MSD in any respect.

**20. HEADINGS:** The headings of the provisions of these terms and conditions are inserted for convenience only and shall not constitute a part hereof.

**21. GOVERNING LAW:** These terms and conditions and any contract created by any PURCHASE ORDER placed hereunder shall be governed by the laws of the State of Israel without reference to any rules of conflict of laws. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to these terms and conditions and shall not apply to any PURCHASE ORDER issued in connection herewith.

**22. SEVERABILITY:** In the event that any provision of these terms and conditions or any PURCHASE ORDER shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of these terms and conditions or any PURCHASE ORDER either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either MSD or SUPPLIER.

**23. SUBSIDIARIES/AFFILIATES:** If a subsidiary or affiliate of MSD is identified in the "Ship to" address in the relevant PURCHASE ORDER, then: (1) said PURCHASE ORDER shall be and be deemed to have been placed by such subsidiary or affiliate; and (2) the references to MSD in the NOTE TO SUPPLIERS REGARDING TERMS AND CONDITIONS SECTION of said PURCHASE ORDER shall be and be deemed to be references to such subsidiary or affiliate; and (c) the references to MSD herein shall be and be deemed to be references to said subsidiary or affiliate; provided, however, the references to MSD in **SECTIONS 12, 13, 14 and 16** shall be and be deemed to be references to both such subsidiary or affiliate and all MSD entities.

**24. MSD'S BUSINESS PARTNER CODE OF CONDUCT**

MSD endeavors to hold itself and its SUPPLIER to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of SUPPLIER's other obligations hereunder, and without conflicting with or limiting



any of the warranties, obligations or other provisions expressly set forth elsewhere in the PURCHASE ORDER, including without limitation its obligations hereof, SUPPLIER agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "Code"), as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>.

SUPPLIER agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code. In the event of a conflict between the obligations in this SECTION 24 and the Code, on the one hand, and any other provision in the PURCHASE ORDER, on the other hand, such other provision of the PURCHASE ORDER shall control (but only to the extent of the conflict).

MSD reserves the right, in its sole discretion, to audit SUPPLIER's operations, books and records to ensure compliance with the Code. MSD will provide reasonable advance notice of such an audit, and may conduct this audit on its own or using a third-party auditor of its choosing. SUPPLIER shall acknowledge receipt of MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview SUPPLIER's employees as part of or in connection with the audit. This audit right shall be in addition to any other audit rights granted in the PURCHASE ORDER.

In the event an audit identifies a non-conformance by SUPPLIER with the Code, SUPPLIER will promptly take corrective action to remedy the non-conformance. MSD reserves the right to approve all corrective actions. Corrective actions shall be implemented by SUPPLIER at SUPPLIER's expense. MSD will endeavor, whenever practicable, to work with SUPPLIER to remedy the issue and put in place a corrective action plan.

In the event SUPPLIER refuses to allow an audit, or fails or refuses to take corrective action, then in addition to any other remedy available to it under the PURCHASE ORDER, at law or in equity, MSD reserves the right to terminate the PURCHASE ORDER in the event SUPPLIER fails to cure such refusal or failure within 90 days after written notice from MSD.

**25. SUPPLIER EXPECTATIONS:** Without limiting any of SUPPLIER's other obligations hereunder and without limiting any of the express warranties or obligations agreed to elsewhere in this PURCHASE ORDER, including without limitation its obligations hereof, MSD expects that SUPPLIER will abide by the letter and spirit of MSD's Supplier Performance Expectations, as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this SECTION 25 and MSD's Supplier Performance Expectations, on the one hand, and any other provision in the PURCHASE ORDER, on the

other hand, such other provision of the PURCHASE ORDER shall control (but only to the extent of the conflict).

**26. Conflict of Interest:** SUPPLIER undertakes to disclose to MSD, without delay, any and all circumstances existing at the time of signing of this PURCHASE ORDER or arising at any time during the term of the PURCHASE ORDER and involving SUPPLIER or any of its directors, officers, or members of their respective family, or any of its employees engaged in the performance of the PURCHASE ORDER, or members of their respective family, which might constitute a conflict of interest for the business relationship between the parties. For avoidance of doubt, a conflict of interest may also arise if during the term of the PURCHASE ORDER, SUPPLIER's owners/directors/executives/officers accept any position with the Government or an HMO (Health Maintenance Organization) which may materially influence MSD's business in Israel. In the event of a suspected conflict of interest, the SUPPLIER must immediately notify MSD and MSD shall be entitled to terminate this PURCHASE ORDER with immediate effect upon notice to the SUPPLIER, in addition to any other remedy or right MSD is entitled to, under the law and/or under this PURCHASE ORDER.

**27. Denied Parties Self-Certification:** SUPPLIER represents and warrants that it, or any of its legal representatives, is not listed on any of the U.S. or EU denied parties lists, or any other denied parties list issued by another jurisdiction which is applicable to the products or services supplied under the PURCHASE ORDER, as notified by MSD to the SUPPLIER from time to time, all of the foregoing collectively referred to as "Denied Parties Lists". As of the date of the PURCHASE ORDER, the Denied Parties Lists include, but are not limited to the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (the "SDN List") (<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>), the U.S. Commerce Department's Denied Persons List (<http://www.bis.doc.gov/dpl/thedenialist.asp>) and Entity List (<http://www.bis.doc.gov/entities/default.htm>), and the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions ([http://eeas.europa.eu/cfsp/sanctions/consol-list/index\\_en.htm](http://eeas.europa.eu/cfsp/sanctions/consol-list/index_en.htm))

SUPPLIER further represents and warrants that it is not directly owned by 50% or more by a person and/or company listed on the SDN List.

SUPPLIER further represents and warrants that it shall notify MSD in writing immediately if it or any of its legal representatives become listed on any of the U.S. or EU denied parties lists or if it becomes owned by 50% or more by a person and/or company listed on the SDN List.

In case of an inaccuracy in or a breach of the representations and warranties provided for above in this clause (which constitutes a material breach of this PURCHASE ORDER), MSD has the right, in its sole discretion, to terminate the PURCHASE ORDER immediately and without penalty. SUPPLIER agrees to indemnify and hold harmless MSD for any and all damages resulting from any inaccuracy or breach of the representations and warranties provided for in this clause. This clause shall survive termination and cancellation of the PURCHASE ORDER.

**28. Publicity:** SUPPLIER agrees not to advertise or otherwise make known to others any information regarding the PURCHASE ORDER. SUPPLIER further agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, any MSD company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of MSD, which consent may be withheld at MSD'S discretion.

**29. ENTIRE AGREEMENT:** Subject to SECTION 1, the terms and conditions herein, together with the relevant PURCHASE ORDER, represent the entire agreement between MSD and SUPPLIER with respect to the goods and/or services set forth in said PURCHASE ORDER and supersede any inconsistent or additional provisions heretofore made by SUPPLIER. Neither these terms and conditions nor any PURCHASE ORDER placed by MSD hereunder may be altered except in a subsequent writing signed by MSD.