

ASHA Cellulose (India) Pvt. Ltd.
Limited Warranty

ASHA Cellulose (India) Private Limited (“Supplier”) hereby represents and warrants to the Customer that any products manufactured by Supplier (“Products”) and sold by Colorcon, Inc. or any of its subsidiaries (the “Company”) to the Customer:

(i) are manufactured in compliance with applicable law in the jurisdiction where the Products were manufactured and, to the best of knowledge of the Supplier, all applicable laws required to be complied with by the Supplier have been fulfilled;

(ii) conform to the “Good Manufacturing Practices Guide for Bulk Pharmaceutical Excipients” (the “IPEC Guidelines”) of the International Pharmaceutical Excipients Council’s (“IPEC”) as amended from time-to-time, and any other written documentation, quality or performance requirements, in each case, published by or agreed to by the Supplier in writing including the specifications in effect at the date of manufacture of such Products;

(iii) are free of any lien, claim or encumbrance;

(iv) are merchantable, free of any latent or patent defects in design, material or workmanship and do not contain any foreign material or contaminants; and

(v) to the best knowledge of the Supplier, do not infringe any patent or other intellectual property rights of any third party (however Supplier does not warrant non-infringement of the use of Products in combination with other materials).

All capitalized terms not defined herein shall have the meanings given them in the Company’s Terms and Conditions of Sale.

THE LIMITED WARRANTY SET FORTH ABOVE IS THE CUSTOMER’S SOLE WARRANTY AND ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE), OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITH RESPECT TO THE PRODUCTS ARE HEREBY EXCLUDED AND DISCLAIMED, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW. ANY AND ALL REMEDIES ASSOCIATED WITH OR ARISING OUT OF ANY IMPLIED WARRANTIES OR OTHER WARRANTIES THAT ARE DISCLAIMED HEREIN ARE ALSO HEREBY EXCLUDED AND DISCLAIMED.

The warranties set forth above are exclusive and in substitution for all other warranties. Customer hereby waives, releases and disclaims all other warranties of Supplier, express or implied, arising by law or otherwise, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

Customer shall be responsible for all aspects of suitability of the Products for the Customer's intended use and for selecting any third party products, technology or systems that may be used by the Customer in conjunction with the Products. The Supplier does not warrant that the use of the Products, or articles made therefrom, either alone or in conjunction with other materials, will not infringe any third party intellectual property including, without limitation, patents.

In the event of Customer raising any reasonably apparent defects or nonconformities or latent defects or nonconformities (including breach of warranties) in the Products shipped to such Customer by the Company, the following process shall apply:

(i) The Customer shall notify the Company of any such claim with a reasonable description of the issue and supporting evidence.

(ii) If the Supplier accepts such claim, the Supplier will repair, replace or credit the price paid for such defective or non-conforming products to the Customer either by itself or through the Company, provided the Supplier has received such claim in accordance with point (i) above.

The warranties given above and the Customer's right of rejection of the Products shall be negated by, and the Supplier shall have no liability to the Customer in the event of:

(a) the Customer mixing, commingling or blending such Products with any other material;
or

(b) the Customer not having used or stored the Products in accordance with any instructions provided by or through the Supplier.