

Revance Terms & Conditions

This purchase order (the "Purchase Order") is issued upon and is subject to the following terms and conditions. In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a written agreement between Revance and Seller ("Agreement") covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern and supersede any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements and understandings between Revance and Seller and any different or additional terms and conditions.

1. DEFINITIONS. Whenever used herein, the following terms shall have the following meaning:

"**Buyer**" shall mean Revance Therapeutics, Inc. or any affiliate identified on the face hereof;

"**Delivery Date**" shall mean the delivery date stated on the face hereof and, for Services, shall mean the completion thereof and delivery To Buyer;

"**Goods**" shall mean the tangible personal property and other items, as well as any labor or services, in either case, or both (as the case may be) set forth on the face hereof. Terms and conditions herein contained applicable to Goods shall also apply to Services (defined below);

"**Seller**" shall mean the seller identified on the face hereof;

"**Services**" shall mean any Goods which consist of labor or services, or both (as the case may be) set forth hereof. Terms and conditions contained herein applicable to Services apply only to such Services.

2. TAXES. Unless otherwise noted on this Purchase Order, Buyer is not exempt from Federal and Provincial sales tax. Seller shall include the applicable sales tax in the price of all taxable items, including, but not limited: sales tax (primarily US-based transactions), VAT (value-added tax), and GST (Goods and Services Tax). Seller shall be responsible for payment by itself and its subcontractors of all income taxes, sales and use taxes, franchise and personal property taxes, all employment taxes, contributions, and similar taxes or contributions imposed in connection with this Purchase Order. Seller shall defend and indemnify Buyer and hold Buyer harmless for all liability for such taxes and contributions and for all interest and penalties imposed or attempted to be imposed upon Buyer on account of Seller's failure to pay and/or withhold such taxes and contributions.

3. ACCEPTANCE. This Purchase Order, when accepted by Seller, shall constitute the entire contract between Buyer and Seller as agreed to and shall not be altered, amended, supplemented, or cancelled without the written approval of Buyer. Either Seller's written acceptance of this Purchase Order or the shipment of any confirming article and/or commencement of performance hereunder shall constitute acceptance of this Purchase Order. No contrary or additional terms or conditions shall apply.

4. CHANGE ORDER. Buyer may by written change order, make any changes in the Purchase Order including additions to or deletions from the quantities ordered. The price specified in the Purchase Order shall be adjusted pro rata if the change is in quantity or by mutual agreement if the character or Goods are changed. No such change order of this Purchase Order shall relieve Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within (30) days from the date of Buyer's cancellation. Buyer may from time to time, by written instructions or drawings issued to Seller, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of these terms and conditions shall apply to all such written modifications.

5. CANCELLATION. Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if Seller does not make deliveries by the Delivery Date or as otherwise specified, or if Seller breaches any of the terms hereof, including without limitation, the warranties of Seller. Buyer may cancel the Purchase Order for its convenience, in whole or in part, at any time, in whole or in part, by written notice to Seller, including by e-mail, or orally or by telephone so long as such cancellation orally or by telephone is promptly confirmed in writing by Buyer. No adjustment will be in favor of Seller with respect to any Goods which are Seller's standard stock. No such termination of this Purchase Order shall relieve Seller of its obligations as to any Goods that have been delivered. Any claim for adjustment must be asserted within (30) days from the date of Buyer's cancellation.

6. CONFIRMATION, SHIPPING AND DELIVERY. Seller shall advise Buyer within 2 Business Days of receipt of Buyer's Purchase Order to confirm pricing and confirm if it is unable to deliver Goods in the quantities or on the dates specified in the Purchase Order. If in order to comply with Buyer's required Delivery Date, it becomes necessary for Seller to ship a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by Seller unless the reason for such rerouting or expedited handling has been caused by Buyer. Time is of the essence in this contract, and if delivery of Goods or rendering of Services is not completed by the stated Delivery Date, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Seller as to Goods not yet delivered or Services not yet completed and to purchase, in its judgment, substitute Goods or Services elsewhere and charge Seller any loss incurred. Seller will plainly indicate Buyer's name, Buyer's issued Purchase Order number on all bills of lading, all Goods shipped pursuant to said Purchase Order and on all invoices and freight bills. Each shipment and invoice and all documentation must include a memorandum showing at a minimum, Seller's name, contents of packages(s) or Services and Buyer's name and Purchase Order number. Partial shipments must be identified as such on shipping memorandum and invoices. Title and risk of loss of Goods shall pass to Buyer upon receipt at Buyer's location or at the designated point specified by Buyer. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by a packing slip list. Unless expressly provided for to the contrary on the face of this Purchase Order, all shipments are to be made to the FCA designated delivery location on the face of the Purchase Order (INCOTERMS® 2020).

7. ADDITIONS. No extra work, additions, or alterations will be paid for by Buyer unless performed pursuant to and in accordance with the written order of Buyer.

8. PAYMENT AND INVOICING. Payment shall be made net thirty (30) days from receipt of invoice, or the date of completion of delivery of all items in a satisfactory condition, whichever is later. Delay in receiving invoices or any other data required such as copies specified, or errors and omission on either, will be considered just cause for withholding payment without loss of cash discount privilege. All claims for money due or from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's Purchase Orders with Seller. Seller shall invoice Buyer no more frequently than monthly for Goods sold to Buyer under this Purchase Order at the address indicated. Invoices must be emailed to: accountspayable@revance.com (unless otherwise specified) the day shipments are made. Individual invoices will be issued for each shipment and each order.

9. CONFIDENTIALITY. “Confidential Information” means all information and material disclosed by or on behalf of Buyer to Seller, including information relating to Buyer’s business, products, or research. Unless disclosure is otherwise required by law, Seller shall hold the Confidential Information in trust and confidence and use the Confidential Information only to support Seller’s performance of Services for Buyer or delivery of the Goods to Buyer.

10. WARRANTIES-GOODS. Unless otherwise noted on this Purchase Order, Seller hereby warrants to Buyer that all Goods and/or Services provided hereunder: (a) shall be merchantable, fit and safe for the purpose for which it is manufactured; (b) shall be new; (c) shall conform in all respects to the drawings, specifications and terms of this Purchase Order; and (d) shall be free from defects in design, materials and workmanship until the expiration of twelve (12) months after the date on which it was placed into service for the purpose for which it was purchased. If any item or any part thereof fails to meet the foregoing warranties and Buyer so notifies Seller within reasonable time after such failure, Seller shall promptly correct such failure at its sole expense, including all shipping costs associated with such correction. Seller further warrants that it has good title to the Goods supplied and that they are free and clear from all liens and encumbrances. These warranties shall survive acceptance and payment by Buyer and shall be in limitation of any other or additional rights Buyer may have at law or in equity.

11. WARRANTIES-SERVICES. Seller represents and warrants that, with respect to all Services, it shall perform such Services in a professional, workmanlike manner, with the degree of skill and care in accordance with current, good and sound professional procedures, and deliver such Services to Buyer by the Delivery Date, unless otherwise set forth on the front hereof or upon Buyer’s written consent. Further, Seller represents and warrants that it shall perform and complete the Services and deliver them to Buyer in accordance with the specifications, including the Delivery Date, and such Services shall be correct and appropriate for the purposes contained in this Purchase Order, notified by Buyer to Seller, or otherwise within Seller’s knowledge. Seller represents and warrants that the performance of Services set forth in this Purchase Order will not conflict with, or be prohibited in any way by, any contract or statutory obligation to which Seller is bound.

12. OWNERSHIP OF INTELLECTUAL PROPERTY. To the extent the Services by Seller and its employees or contractors include the creation, development, modification or other activity pertaining to computer software or other patentable or copyrightable work, Seller acknowledges that Buyer owns such computer software, including but not limited to source codes, object code, software documentation and other patentable or copyrightable works, and all related intellectual property, all which for all purposes shall be deemed to have been created by Seller for or on behalf of Buyer as works made for hire. Neither Seller nor its employees or contractors shall have any right, title or interest in any such work, and Seller, its employees and contractors hereby assign any and all such rights in and any inventions and creative works to Buyer, free of all liens, encumbrances and claims of ownership or right to use by Seller and any third party. Upon Buyer’s request, Seller and each of its employees and contractors performing such Services for Buyer shall execute all documentation requested by Buyer to further document and/or perfect such assignment and ownership by Buyer in and to such inventions and creative works.

13. INDEMNIFICATION. Seller warrants that Goods and/or Services furnished under this Purchase Order do not infringe any patent, trademark, trade dress, trade name, copyright, intellectual property rights, and agrees to indemnify and hold Buyer and its officers, employees or agents harmless from any and all claims, suits, liabilities, damages, losses or costs incurred by Buyer or any person(s) on account of the use or sale of such Goods and/or Services by Buyer or its officers, employees or agents in violation of any such rights. Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney’s fees) arising out of or resulting in any way from defects in the Goods or Services purchased hereunder, or from any act of Seller, its agents, employees or subcontractors. Seller agrees to indemnify and hold Buyer harmless against all claims, demand, actions, costs and damages for injury or damage to persons or property arising out of relating to Seller’s performance of this Purchase Order. Buyer’s rights to be indemnified and held harmless by Seller shall be in addition to the warranty obligations of Seller and to any or additional rights Buyer may have at law or in equity.

14. MATERIAL SAFETY DATA SHEETS. Seller shall provide Buyer with a complete and accurate material safety data sheet for each of the Goods sold hereunder and shall label each of the Goods as required by applicable law, regulation or standard. Seller’s failure to supply such material safety data sheet or to do so label the Goods shall be deemed to constitute Seller’s express warranty, representation and covenant that each of the Goods sold hereunder is exempt from such law, regulation or standard.

15. NO DEBARMENT. During the term of this Purchase Order, Seller will not use in performing this Purchase Order any employee or consultant that is debarred by any Regulatory Health Authority or, to the best of Seller’s knowledge, is the subject of debarment proceedings by any Regulatory Health Authority. If Seller learns that its employee or consultant performing on its behalf under this Purchase Order has been debarred by any Regulatory Health Authority, or has become the subject of debarment proceedings by any Regulatory Health Authority, Seller shall so promptly notify Buyer and shall prohibit such employee or consultant from performing on its behalf under this Purchase Order. “Regulatory Authority” shall mean any court or government body, whether national, supra-national, federal, state, local, foreign or provincial, including any political subdivision thereof, including any department, commission, board, bureau, agency, or other regulatory or administrative governmental authority or instrumentality, and further including any quasi-governmental Person or entity exercising the functions of any of these.

16. COMPLIANCE WITH APPLICABLE ANTI-CORRUPTION LAWS. Seller shall comply with all applicable Anti-Corruption Laws in connection with this Purchase Order. Seller represents and warrants that no payments of money or anything of value have been or will be offered, promised, or paid, whether directly or indirectly, by any of its directors, officers, employees, affiliates, or third party representatives to any government official in connection with this Purchase Order: (a) to influence any official act or decision of any government official; (b) to induce any government official to do or omit to do any act in violation of lawful duty; (c) to secure any improper business advantage; or (d) to obtain or retain business for, or otherwise direct business to, any party in connection with this Purchase Order. Seller represents and warrants that, in connection with this Purchase Order, such party, its directors, officers, employees, and third party representatives: (a) have not and will not request, accept, offer, promise, or give any bribe, kickback, or other corrupt payment to any person, including any representative of any commercial entity, in violation of any applicable Anti-Corruption Law; and (b) have not and will not request, offer, promise, or give any financial or other advantage to induce another person to perform a function or activity in order to obtain or retain an improper business advantage in any way relating to this Purchase Order. “Anti-Corruption Laws” shall mean the U.S. Foreign Corrupt Practices Act, as amended, and any other applicable anti-corruption laws and laws for the prevention of fraud, bribery, racketeering, money laundering or terrorism.

17. TRADE CONTROL LAWS. Seller will fully comply with all applicable export control, economic sanctions laws and anti-boycott regulations of the United States of America and other governments, including the U.S. Export Administration Regulations (Title 15 of the U.S. Code of Federal Regulations Part 730 et seq.) and the economic sanctions rules and regulations implemented under statutory

authority or President's Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control (Title 31 of the U.S. Code of Federal Regulations Part 500 et seq.).

18. DATA PRIVACY. Seller shall implement and maintain all technical, organizational, and physical security measures necessary to protect the availability, confidentiality, and integrity of its systems, its access credentials, Buyer Data, and all personal data in its possession, custody, or control. Such measures shall, at a minimum, meet the requirements of all applicable laws, regulations, rules, and binding industry standards. "Buyer Data" shall mean any of the following data or information, in any form or format: (a) all data or information that Buyer collects directly from Seller; (b) all data or information that Buyer obtains independently from the Services; (c) all data or information transmitted, received, or collected in connection with the Services, including without limitation aggregated and deidentified information; (d) all data or information created by or on behalf of any party with respect to the Services; (e) all data or information derived from information described in preceding clauses (a) through (d). Buyer shall own all Buyer Data and all intellectual property therein.

19. USE OF BUYER TRADEMARK/NAME; PUBLICITY. Seller shall not issue any press release or other publicity make any presentation with respect to the existence of this Purchase Order or the terms and conditions hereof without the prior written consent of Buyer in each instance. Seller shall not publicize or use any name, trade name, service marks, trademarks, trade dress or logos of Buyer (or any of its affiliates) nor identify Buyer (or any of its affiliates) as a customer without Buyer's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by laws.

20. GOVERNING LAW. This Purchase Order shall be interpreted and enforced under the internal laws of the State of California without regard to conflicts of laws provisions of any jurisdiction. Seller hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or Federal court sitting in the County of Santa Clara in the State of California over any suit, action or proceeding arising out of or relating to this Purchase Order.

21. ATTORNEYS' FEES. In the event of any litigation or other action at law or suit in equity to enforce this Purchase Order or the rights of any party hereunder, the prevailing party in such litigation, action or suit shall be entitled to receive from the other party(ies) its reasonable attorneys' fees and other reasonable costs and expenses incurred therein.

22. INSPECTION. At the discretion of Buyer, this Purchase Order shall be subject to physical inspection and the right to witness all tests by Seller involved in performance of the Purchase Order. Seller also agrees, upon reasonable notice from Buyer, to allow Buyer or duly appointed agents of Buyer access to all facilities of Seller and any subcontractors to Seller that are involved in the production, manufacture, and storage of Goods and/or Services sold to Buyer for purposes of inspection and verification of said facilities for the capability of producing quality Goods and/or Services.

23. ASSIGNMENT. Seller shall not delegate any duties nor assign any rights or claims under this Purchase Order, without the prior written consent of Buyer, which may be withheld or granted at Buyer's sole discretion. Any such attempted delegation or assignment without Buyer's prior written consent shall be void.

24. FORCE MAJEURE. Neither party shall be liable for any failure to perform or any delays in performance, and neither party shall be deemed to be in breach or default of its obligations set forth in this Purchase Order, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, epidemics, pandemics, governmental shut downs, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes ("Force Majeure Event"). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the party prevented from or delayed in performing shall promptly give notice to the other party and shall use commercially reasonable efforts to avoid or minimize the delay. The party affected by the other party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Purchase Order.

25. INSURANCE. Buyer requires Seller, when any portion of this Purchase Order is performed on the premises of Buyer, to carry adequate worker's compensation, public liability, and property damage insurance. Buyer shall not be liable for damages to, destruction of, or loss of any property of Seller from any cause whatsoever. Upon request by Buyer, Seller shall provide Certificate of Insurance evidencing the required insurances and providing the thirty (30) days written notice of cancellation to Buyer.

26. BANKRUPTCY. In the event of any proceedings in bankruptcy or insolvency by or against Seller, or in the event of the appointment (with or without Seller's consent) of an assignee for the benefit of creditors, or of a receiver, Buyer may cancel this order for default without liability.

27. NO CONSEQUENTIAL DAMAGES. In no event shall Buyer be liable for anticipated profits or for incidental, special or consequential damages arising from any cause whatsoever.

28. ENTIRE AGREEMENT. In the absence of an Agreement, this Purchase Order, including these *Terms and Conditions*, the specifications and any supplemental terms and conditions incorporated by Buyer into an attachment hereto, specifically incorporated by reference herein, constitutes the sole and entire agreement between the parties. Seller's quotation is incorporated in and made part hereof only to the extent of specifying the nature and description of the Goods ordered and only to the extent that such terms are consistent with other terms hereof. No other terms and conditions shall be binding upon Buyer unless accepted by it in writing. Any provision herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of Seller severable. Should any of the Terms and Conditions herein conflict, in whole or in part, with the Terms and Conditions of Seller's quotation, confirmation, acceptance or other document, the provisions contained on the front of this Purchase Order and Terms and Conditions herein shall prevail.