



Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

Page 2 of 2
04/01/2011 05:41:11

Purchase order

PO number/date 4500009526 / 04/01/2011

TERMS AND CONDITIONS

1. By accepting or filing this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.
2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.
3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.
4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.
5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.
6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.
7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.
8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order.
9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.
10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.
11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.
12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product.
Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.
13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:
 - a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.
 - b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.
 - c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC property.For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.
14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
 ATTN: ACCOUNTS PAYABLE DEPT.
 340 MARTIN LUTHER KING JR BLVD
 SUITE #400
 BRISTOL, TN 37620

Delivery Address
 GRACEWAY PHARMACEUTICALS, INC.
 881 MOUNTAIN VIEW RD
 Dist. Plant- License #2626
 PINEY FLATS, TN 37686

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
 Sales Order : 111000004
 Order Date : 04-01-2011
 Protocol : 4500009526
 Reference :
 Customer PO# : 4500009526

Position	Item	Planned Div Date	Quantity Unit	Price Unit	Discount	Amount
10	2933620025	09-19-11	17400.0000 EA	2.4400 USD EA		42456.00
	Source Lot : DHET		Serial Number :			
20	2933620025	09-19-11	17520.0000 EA	2.4400 USD EA		42748.80
	Source Lot : DHEU		Serial Number :			

Goods
 85204.80

Total USD
 85204.80



DPT LABORATORIES, LTD.
 307 E. Josephine, San Antonio, Tx 78215
 (210) 223-3281 Fax (210) 223-2272

REMIT TO: DPT LABORATORIES, LTD.
SAN ANTONIO
 12637 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693

Sales Invoice

Original

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

Ship to :
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686

Sales Order : 200 111000004 Customer Order/Ref: Date: 09-12-2011
 Business Partner: C721 Invoice: SLS/10024651 Customer Order: 4500009526
 Carrier/LSP: Terms of Delivery: Terms of Payment: Net 30

Line Item Description	Delivery Date	Quantity	Unit	Price	Discount	Amount In USD
10 2933620025 METROGEL VAGINAL, 70 g Lot: DHET Lot Qty: 17400	09-12-2011	17400.0000	EA	2.4400		42,456.00
20 2933620025 METROGEL VAGINAL, 70 g Lot: DHEU Lot Qty: 17520	09-12-2011	17520.0000	EA	2.4400		42,748.80
				Subtotal	:	85,204.80
Goods						Total
85204.80						85,204.80

Please state with your payment : SLS/10024651

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78216

ACCOUNTING

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400

NAME OF CARRIER ATLANTIC TRANSPORT, INC.	09-07-2011 ORDER DATE
SPECIAL INSTRUCTIONS (TEMP MONITOR) TRC# 6789	
The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.	NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.	The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.	PER
PER	if charges are to be prepaid write or stamp here, "To be Prepaid."
	PREPAID

09-09-11

Delivery Address
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
Dist. Plant- License #2626
PINEY FLATS, TN 37686
USA

725 cs
on 11 plts.

PO Number : 4500009526
*** PROTECT FROM FREEZING ***

PRODUCT CODE	QUANTITY	UNIT	LOT	DESCRIPTION	DATE
2933620025	17400.000EA			<i>OK RA 9/21/11</i> METROGEL VAGINAL, 70 g	
	1560.000EA	03B62A	DHET	Pos: 10 1560.000 EA	07-31-2014
2933620025	17400.000EA			METROGEL VAGINAL, 70 g	
	1584.000EA	03B48B	DHET	Pos: 10 1584.000 EA	07-31-2014
2933620025	17400.000EA			METROGEL VAGINAL, 70 g	
	1584.000EA	03B50B	DHET	Pos: 10 1584.000 EA	07-31-2014
2933620025	17400.000EA			METROGEL VAGINAL, 70 g	
	1584.000EA	03B52A	DHET	Pos: 10 1584.000 EA	07-31-2014
2933620025	17400.000EA			METROGEL VAGINAL, 70 g	
	1584.000EA	03B66B	DHET	Pos: 10 1584.000 EA	07-31-2014
2933620025	17400.000EA			METROGEL VAGINAL, 70 g	
	1584.000EA	03F48B	DHET	Pos: 10 1584.000 EA	07-31-2014

NJ
9-12-11

CS: 1455
PI: 23

SHIPMENT	COMPLETE <input type="checkbox"/>	PARTIAL <input type="checkbox"/>	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE AT ONE LOCATION	TOTAL WEIGHT
				<i>6512#</i>

WT: 13,111 #

Laura D.

ACCOUNTING

SELLER: DPT LABORATORIES, LTD.
307 E. JOSEPHINE ST.
SAN ANTONIO, TEXAS 78215

DISTRIBUTION: DPT LABORATORIES, LTD.
3300 RESEARCH PLAZA
SAN ANTONIO, TEXAS 78235

OSDPTREG/BCB/938

AGENT'S NO.	SHIPPER'S NO.
C721	111000004

SOLD TO GRACEWAY PHARMACEUTICALS, LLC
ATTN: ACCOUNTS PAYABLE DEPT.
340 MARTIN LUTHER KING JR BLVD
SUITE #400
BRISTOL, TN 37620

NAME OF CARRIER		09-07-2011
SPECIAL INSTRUCTIONS		ORDER DATE
<p>The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classification.</p> <p>Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse and the consignor, the consignor shall sign the following statement.</p> <p>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p>		<p>NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.</p> <p>The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.</p> <p>PER</p> <p>If charges are to be prepaid write or stamp here, "To be Prepaid."</p>
PER		PREPAID

SHIP TO Delivery Address
GRACEWAY PHARMACEUTICALS, INC.
881 MOUNTAIN VIEW RD
DIST. PLANT-LICENSE #2626
PINEY FLATS, TN 37686

PO# : 4500009526

730cs
on 12 pths.

*** **PROTECT FROM FREEZING** ***

PRODUCT CODE	LOT	DESCRIPTION
2933620025	17520.000EA 1584.000EA 10B46A	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 10B56A	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 10F56A	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 15B04B	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014
2933620025	17520.000EA 1584.000EA 15F18B	METROGEL VAGINAL, 70 g Pos: 20 1584.000 EA 07-31-2014

Delivery :

INSPECTION:

Weight: 12082.320

9-12-11

SHIPMENT	COMPLETE or	PARTIAL	BALANCE TO FOLLOW. SHIPMENTS MAY BE MADE FROM MORE THAN ONE LOCATION	TOTAL WEIGHT
				6599#

ALL CLAIMS FOR SHORTAGES OR SHIPPING ERRORS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. ALL ALLOWANCES OR ADJUSTMENTS ARE SUBJECT TO APPROVAL.

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

BOL#: 111000004

RECEIVED, subject to the classifications and tariffs in effect on the date of Issue of this Original Bill of Lading.

Date: 09/12/2011

ATLANTIC TRANSPORT, INC.

Carrier

Page: 1 of 1

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail, or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER (FROM)

DPT LABORATORIES, LTD-DEA#RD025934E
3300 RESEARCH PLAZA
BROOKS CITY-BASE
SAN ANTONIO, TEXAS 78235

PRO #:



CONSIGNEE (SHIP TO)

GRACEWAY PHARMACEUTICALS INC.
881 MOUNTAIN VIEW RD
DIST. PLANT- LICENSE #2626
PINEY FLATS, TN 37686
HERSHEL BLESSING

423-943-6331

CUST. ORDER#: 4500009526

OUR ORDER#: 111000004

Special Instructions:

**** KEEP TEMPERATURE 59° - 86° F. *** MONITOR ACTIVATED BY:** *[Signature]*

Third Party Billing Information

GRACEWAY PHARMACEUTICALS, LLC
SUITE 400
340 MARTIN LUTHER KING JR BLVD.
BRISTOL, TN. 37620

Freight charges are:
3RD PARTY

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

NO. PKGS	UM	HM (X)	DESCRIPTION OF ARTICLES, KIND OF PACKAGE, SPECIAL MARKS AND EXCEPTIONS	WEIGHT CLASS (subject to correction)
1455	CASE		PHARMACEUTICALS	13111

METROGEL VAGINAL, 70 GM

LOT: DHET QTY: 17400 CS: 725 PL: 11

LOT: DHEU QTY: 17520 CS: 730 PL: 12

TRAILER INSPECTED BY: *[Signature]*

TRAILER LOADED BY:

1455	ON 23 STRETCHWRAPPED PALLETS	13111 LBS	TOTALS
------	------------------------------	-----------	--------

MARK "X" IN THE HM COLUMN TO DESIGNATE HAZARDOUS MATERIALS AS DEFINED IN DOT REGULATIONS

Trailer Number: 6789

Seal Number: 12740

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

PER

* The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classifications.

* Shipper's liability in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

SHIPPER'S CERTIFICATION This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Per

SHIPPER: DPT LABORATORIES, LTD-DEA#RD0259348

Received by: GRACEWAY PHARMACEUTICALS INC.

PER: ELLSWORTH MCCANN *[Signature]*

Carrier/Driver: ATLANTIC TRANSPORT, INC.

Shipper Phone # / Fax # / E-mail
210-531-7190 210-531-7284

1

[Signatures]
9-12-11
Receiving & Carrier Signatures Date



Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

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06/08/2011 09:36:48

Billing Address Graceway Pharmaceuticals, 340 Martin Luther King Jr. Blvd, Bristol, TN 37620 US Phone: (423)274-2100 Fax: (423)274-2139
Vendor Address DPT Laboratories, LTD 12637 Collections Center Drive CHICAGO IL 60693 USA

Information	
Purchase Order Number	4500010126
Date	06/08/2011
Vendor No.	300001
Currency	USD
Buyer	Supply Chain Inven
Phone	423-274-2100
Ship Date	10/07/2011

Shipping Address :	PRASCO LABORATORIES 6125 Commerce Court MASON OH 45040	Ship Via :	Sunset Logistics
Terms of payment :	Within 10 days Due net	Currency	USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	100027 Metronidazole Vaginal Gel, 0.75% Int. Article No. 6699393570	105,600.00	EA	2.240000 / EA	236,544.00
	Net value incl. disc.				236,544.00
	Tax				0.00
	Total Amount				236,544.00
total net value excl. tax				USD	236,544.00

SO# 108000050

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions Incorporated herein by this reference.

SIGNATURE

DATE

08 June 2011



Graceway Pharmaceuticals,
340 Martin Luther King Jr. Blvd,
Bristol, TN 37620
US

Phone: (423)274-2100
Fax: (423)274-2139

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4500010126 / 06/08/2011

TERMS AND CONDITIONS

1. By accepting or filling this order Seller agrees to these terms and conditions, which shall prevail over any inconsistent provisions in any form or other paper submitted by Seller. This order shall constitute the entire agreement between the parties unless modified in writing by Buyer, provided however, that where express provisions on the front of this purchase order or in any other written agreement between Buyer and Seller expressly referenced on the front of this purchase order are inconsistent with any terms of paragraph 1 through 13 hereof, then said express provisions shall prevail.
2. Cash discount period shall be computed as commencing with receipt of invoice or of goods, whichever is received later.
3. Any invoice from vendor not containing all required information specified shall be subject to return to vendor for addition of missing information. Date of receipt of invoice shall be deemed to be the date on which completed invoice is received.
4. Goods delivered under this order shall be subject to inspection and test at Buyer's plant (or if purchased for export, at ultimate destination abroad). All or any part may be returned at Seller's expense for transportation and insurance both ways if found within a reasonable time from date of their opening to be defective or not in accordance with the order. In the case of latent defects, buyer may return all or any part at seller's expense for transportation and insurance both ways within a reasonable time after discovery of the defect. Acceptance of all or part of the goods, or payment therefore or failure to notify Seller promptly, shall not waive or affect any of Buyer's rights to cancel or return all or part of the goods, or recover damages, or recover upon Seller's warranties or agreements or indemnity.
5. Buyer may cancel all or any part of this order or may refuse to accept any goods, or may return any goods at Seller's expense, if Seller fails to deliver the goods within the time specified in this order (time being of the essence hereof), or fails to deliver all or any part of the goods in accordance with these terms. Acceptance of part of the order shall not obligate Buyer to accept later shipments, or affect its right to return goods already accepted.
6. Seller agrees to pay all taxes, tariff and import/export fees now or here after imposed by law upon or on account of the production, sale, shipment or use of any goods covered by this order.
7. Graceway Pharmaceuticals, LLC is committed to creating a business climate that promotes diversity and is inclusive, respectful, and free from discrimination. To that end, Seller represents and warrants that all goods delivered under this order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act, as amended; Executive Order 11246 of September 24, 1965; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974; section 503 of the Rehabilitation Act of 1973; the Occupational Safety and Health Act; and all other applicable federal, state or municipal laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customer harmless against all liabilities and expenses, including attorneys' fees, if Seller fails to comply with the foregoing, and in the event of such failure, Buyer may, in addition, cancel this order.
8. Seller will indemnify and hold Buyer and its customers harmless against all liabilities and expenses, including attorney's fees, arising from actual or claimed infringements of patent, trademark, copyright or other rights, misappropriation of trade secrets or breaches of confidential relationships with respect to all goods or services covered by this order.
9. Seller warrants to the Buyer and its customers that all goods to be delivered under this order will be of merchantable quality, free from any latent or patent defects, will conform to Buyer's specifications or samples, and will be safe for its intended use. Seller will indemnify and hold Buyer and its customers harmless against all liability and expenses, including attorney's fees, arising from any breach of such warranty.
10. Unless otherwise stated in this order, no charge will be allowed for packing, boxing, cartage or insurance, and Seller shall prepay all shipping and insurance charges.
11. If no price is specified in this order, the goods or services shall be billed at the price last quoted by Buyer, or at the prevailing market price, whichever is lower.
12. Fire, flood, strikes, lock-out, epidemic, accident, shortage, of customarily used transportation equipment or suitable substitute or other causes beyond the reasonable control of the parties which prevent Seller from delivering or Buyer from receiving and/or using the product(s) covered by this order, shall operate to reduce or suspend deliveries during the period required to remove such cause. In the event of reduced deliveries by Seller under the provisions of this paragraph, Seller shall allocate its available supply of product among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction will not be greater than the overall percentage reduction in total quantity of product. Any deliveries suspended under this paragraph shall be canceled without liability and the order quantity shall be reduced by the quantities so omitted, however, Buyer may, at its option, extend the term of this order to permit partial or total delivery of the product not delivered because of such contingency in the event non-availability of raw materials causes Seller to reduce shipments to Buyer. Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price if Buyer provides such raw materials to Seller at such price. Seller will increase deliveries of product to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified by the order.
13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Graceway Pharmaceuticals, LLC or on property under Graceway Pharmaceuticals, LLC control, Seller agrees:
 - a. To accept full responsibility for performing all work in a safe and cGMP compliant manner, so as not to jeopardize the safety of Graceway Pharmaceuticals, LLC personnel, property, or members of the general public.
 - b. To comply with and enforce all Graceway Pharmaceuticals, LLC safety and fire protection regulations and all applicable federal, state and municipal safety regulations, building codes or ordinances.
 - c. To indemnify and hold Graceway Pharmaceuticals, LLC harmless against all liability and expenses arising from any actual or claimed injuries or property damages resulting from Seller's work being done on Graceway Pharmaceuticals, LLC is property.For purposes of this paragraph the term Seller shall be deemed to include a contractor and subcontractor.
14. Vendor is to seal all full vehicle shipments and the seal numbers are to appear on the bill of lading.

ORDER ACKNOWLEDGEMENT

Original

GRACEWAY PHARMACEUTICALS, LLC
 ATTN: ACCOUNTS PAYABLE DEPT.
 340 MARTIN LUTHER KING JR BLVD
 SUITE #400
 BRISTOL, TN 37620

Delivery Address
 PRASCO LABORATORIES
 6125 COMMERCE COURT
 MASON, OH 45040

10-03-11

We thank you for your order.

Business Partner: C721 GRACEWAY PHARMACEUTICALS, LLC
 Sales Order : 108000050
 Order Date : 06-09-2011
 Protocol : 45000010126
 Reference :
 Customer PO# : 45000010126

Position	Item	Planned Div Date	Quantity Unit	Price Unit	Discount	Amount
10	6699393570	10-07-11	17136.0000 EA	2.2400 USD EA		38384.64
	Source Lot : DKCM		Serial Number :			
20	6699393570	10-07-11	18072.0000 EA	2.2400 USD EA		40481.28
	Source Lot : DKCN		Serial Number :			
30	6699393570	10-07-11	17208.0000 EA	2.2400 USD EA		38545.92
	Source Lot : DKCP		Serial Number :			
40	6699393570	10-07-11	17616.0000 EA	2.2400 USD EA		39459.84
	Source Lot : DKDL		Serial Number :			
50	6699393570	10-07-11	17592.0000 EA	2.2400 USD EA		39406.08
	Source Lot : DKDM		Serial Number :			
60	6699393570	10-07-11	17760.0000 EA	2.2400 USD EA		39782.40

ORDER ACKNOWLEDGEMENT

Business Partner: C721

Order: 108000050

Date: 10-03-11

Position	Item	Planned Dlv Date	Quantity Unit	Price Unit	Discount	Amount
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Source Lot : DKDN Serial Number :

Goods
236060.16

Total USD
236060.16
