

AMICUS TERMS OF TRADE FOR THE PURCHASE OF GOODS AND SERVICES

1. **Applicability and Definitions.** The purchase and sale of Goods or Services pursuant to a Purchase Order are subject to these Terms. (i) "Buyer" means Amicus Therapeutics, Inc. or its affiliates as indicated on the Purchase Order. (ii) "Supplier" means the individual or entity providing the Goods or Services in the Purchase Order. (iii) "Purchase Order" means the purchase order issued by Buyer to Supplier. (iv) "Goods" means any movable item such as raw materials, parts and finished products or an item delivered under Services. (v) "Services" means the work or other performance requirements covered by the Purchase Order. (vi) "Terms" means (a) the terms recited herein (b) any documents attached or incorporated by reference and (c) any terms of the New Jersey Uniform Commercial Code providing any protection for the Buyer, including, without limitation, all express and implied warranties, remedies and statute of limitations.

2. **Offer or Acceptance.** This Purchase Order may be construed as an offer or acceptance. If this Purchase Order constitutes an offer by Buyer to purchase Goods or Services, acceptance may be effected if Buyer timely receives Supplier's written acceptance or if Supplier commences performance and Buyer does not promptly refuse it. As an offer, Buyer expressly limits acceptance to the Terms and objects to any different or additional terms proposed by the Supplier. If this Purchase Order is construed as an acceptance of Supplier's offer, it is expressly conditioned on the Supplier's assent to any additional or different terms contained in this Purchase Order.

3. **Delivery.** Timely delivery of the Goods and Services is of the essence. Unless otherwise specified in the Purchase Order, Goods shipped within the U.S. will be made DAP (Incoterms 2010), and those outside of the U.S. will be made DDP (Incoterms 2010). Title to Goods passes to Buyer upon delivery. Without prejudice to any other remedies, Buyer has the right to inspect and reject all or any portion of non-conforming Goods or Services within 60 days after delivery/performance and return them at Supplier's risk and expense. Supplier shall permit Buyer to access its premises to inspect Goods or for any other reason related to Supplier's requirements under the Purchase Order.

4. **Price and Payment.** The price of the Goods and Services is the price stated in the Purchase Order which is final and inclusive of all charges including, without limitation, storage, packaging, shipping, custom duties, taxes and insurance. Unless otherwise specified in the Purchase Order, the Supplier shall not be entitled to submit an invoice to Buyer until it has delivered and Buyer has inspected all Goods and Services. Buyer will pay all properly invoiced amounts due to Supplier for conforming Goods and Services in accordance with the payment terms specified in the Purchase Order. Without prejudice to any other remedies, Buyer may withhold payment for any nonconforming Goods or Services after notifying Supplier who shall continue performing any remaining obligations under the Purchase Order. Buyer remains free to acquire Goods or Services from others and is also not obligated to purchase (future) Goods and Services from Supplier until a contract is formed.

5. **Warranties and Representations.** Supplier warrants to Buyer that (i) providing Goods or Services does not result in a conflict of interest with a third party (ii) it has the legal right to provide all Goods and Services (iii) Goods (or any component thereof) and Services do not infringe or misappropriate any trade secret, patent, trademark or copyright or other third party intellectual property rights and that there is no such claim, litigation or proceeding pending or to its knowledge threatened against Supplier and (iii) Supplier will obtain and maintain all permits, licenses and consents required to provide Goods and Services and comply with all applicable laws, regulations and industry codes.

5.1 Supplier warrants to Buyer that Goods will (i) be merchantable (ii) free from any defects in design, materials and workmanship (iii) be manufactured, packaged, stored and shipped within industry quality standards and Buyer's specifications (iv) be fit, safe and effective for their intended purposes; and (v) be free and clear of all liens, security interests or other encumbrances. Supplier warrants to Buyer that (i) Supplier will perform the Services using personnel of required experience and qualifications in a workman-like manner within industry standards and Buyer's specifications and (ii) Supplier will devote adequate resources to perform Services in a timely fashion.

5.2 The warranties set forth Section in 5.1 will remain in effect for a period of one (1) year from the date of acceptance after inspection of the Goods by Buyer and date of completion of Services by Supplier or longer if permitted by law, and all other warranties shall survive indefinitely. Any applicable statute of limitations runs from the date of Buyer's discovery of the breach of warranty. Notice of breach of warranty may be given orally or in writing and does not have to include all the objections that may be relied upon by Buyer as the basis for breach. All warranties will run to Buyer, its customers and subsequent owners of the Goods or Services to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. Warranties will be construed liberally in favor of Buyer and also construed as conditions as well as promises. The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity. It is the intent of Buyer and Supplier that if any warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which warranty will be excluded from the Purchase Order. No warranty will be deemed waived by reason of Buyer's receipt, inspection, acceptance of or payment for Goods or Services.

6. **Confidentiality.** Subject to any separate confidentiality agreement executed by the parties, Supplier will not use any confidential information relating to the personnel, research, products, customers, business or affairs of Buyer except to provide Goods or Services and shall not disclose such confidential information at any time to any third party.

7. **Subcontractors / Assignees.** Supplier shall not without the prior consent of Buyer assign or sub-contract any of its rights or obligations under any contract formed from this Purchase Order to any third party and shall remain responsible for all acts and omissions of approved subcontractors. Buyer and its affiliates may assign or sub-contract any of its rights or obligations under any contract formed from this Purchase Order to any third party at any time without seeking the consent of the Supplier.

8. **Anti-Corruption.** The parties shall comply with all applicable anti-corruption laws including but not limited to U.S. Foreign Corrupt Practices Act and shall promptly report to each other any request or demand for any undue financial or other advantage received by them in connection with this Purchase Order.

9. **Government Contracts.** If Buyer advises Supplier that Goods or Services will be used in a government contract, Supplier shall (unless exempt) comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) at 29 CFR Part 471, Appendix A. which: (i) prohibit discrimination against protected veterans or disabled individuals, and against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin; (ii) require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability; and (iii) prohibit discharging or in any manner discriminating against any employee or applicant for employment if they have inquired about, discussed, or disclosed their compensation or that of another employee or applicant.

10. **Data Privacy.** If Supplier collects, processes or stores on behalf of Buyer any personal health information or personally identifiable information (e.g., name, Social Security number, payment card account information, medical information, etc.) (collectively, "Personal Information"), then Supplier shall: (i) process such Personal Information only on behalf of and for the benefit of Buyer, (ii) hold such Personal Information in strict confidence and limit access to those of Supplier's personnel who have a need to know the Personal Information to perform the Services and who have explicitly agreed in writing to hold such information in confidence; (iii) not transfer Personal Information outside the United States without the explicit written consent of Buyer; (iv) as applicable, implement appropriate measures designed to protect the Personal Information against the specific risks associated with transmission over a network or the internet; (v) unless otherwise required by law, not disclose or provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party; (vi) comply with all applicable laws, regulations, industry standards and Buyer's written requirements relating in any way to the privacy, data protection, confidentiality or security of Personal Information. In addition to any other remedies, if there is a breach of this section, Supplier shall (i) immediately notify Buyer (ii) reimburse Buyer on demand for all internal and external costs incurred by Buyer associated with investigating and responding to such breach, and (ii) indemnify and hold harmless Buyer's indemnitees from, and at Buyer's option defend against, any and all losses that they may incur as a result of any breach of this section by Supplier or its agents.

11. **Indemnification and Insurance.** Supplier agrees to indemnify, defend and hold harmless Buyer and its affiliates and their respective current, future and former officers, employees, directors, agents, customers, successors and assigns from and against any and all any claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, arising out of or resulting in any way from (i) Supplier's manufacture or supply of Goods to Buyer, (ii) Supplier's performance of Services, (iii) any defect in the Goods, (iv) the negligence or willful misconduct of Supplier, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits and (vi) Supplier's breach of any representation, warranty, covenant or other obligation hereunder. Supplier shall maintain sufficient and appropriate insurance (e.g., general liability, professional liability, contractor's liability, products liability, etc.) with a reputable insurer to account for any liability it may incur from providing Goods or Services to Buyer. Such insurance level shall not limit of Supplier's liability to Buyer.

12. **Limitation of Liability.** BUYER SHALL NOT BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF SUPPLIER HAS ADVISED BUYER OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Term and Termination.** The term of any contract formed under this Purchase order shall commence upon the date of the Purchase Order and shall expire when conforming Goods are delivered to Buyer or Services are satisfactorily completed, unless (i) terminated by either party for material breach provided that the aggrieved party provides notice and 30 days to cure or (ii) Buyer terminates for convenience upon written notice to Supplier, in which event Supplier will be entitled only to its actual direct costs resulting from termination.

14. **Governing Law.** Any contract formed under this Purchase Order will be governed and construed according to the Laws of the State of New Jersey without regard to principles of conflicts of law and the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly derogated.

15. **General.** (i) Every right and remedy reserved by Buyer will be cumulative to any other remedies. (ii) Except as otherwise set forth herein, no failure, delay or partial exercise of any rights arising from the Purchase Order will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further performance. (iii) The provisions hereof are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights). (iv) The unenforceability of any single provision of any contract formed from this Purchase Order shall not affect any other provision thereof. Where such a provision is held to be unenforceable, the parties shall negotiate an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision. (v) Subject to the operation of New Jersey Uniform Commercial Code §2-207 and a court's finding of a contract on the writings, no change to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer and shall constitute the final, complete and exclusive statement of any contract formed for the purchase of Goods or Services. (vi) Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Buyer, and are therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Supplier will be responsible for all costs and expenses incident to providing Goods or Services and will use its own supplies and equipment.

16. **Master Service Agreement.** If prior to the date of this Purchase Order, Buyer and Supplier have entered into a separate master services agreement, supply agreement, purchase agreement or the like ("Master Services Agreement") covering this transaction, the terms herein shall have no force or effect and the terms of the Master Services Agreement shall control.