



## PURCHASE ORDER TERMS AND CONDITIONS

- 1. Definitions.** Except as otherwise provided on the Purchase Order (a) "Buyer" means Fujirebio Diagnostics, Inc. or its affiliate identified as the issuer on the face of the Purchase Order; (b) "Seller" means the company to which the Purchase Order is addressed; (c) "Purchase Order" means Buyer's order sheet, and Buyer's Terms and Conditions as set forth herein, with the specifications, terms and conditions set forth herein or incorporated herein by reference and all printed, stamped or written material affixed or attached by Buyer to this sheet; (d) "Articles" means goods, materials, products, technical data, equipment, intellectual property, drawings, or services identified in this Purchase Order.
- 2. Price.** If price is not stated on this purchase order or in the written procurement agreement, the price will be Seller's lowest prevailing market price. Except as may be otherwise provided in this order, the price(s) contained in this order shall include all applicable federal, state and municipal taxes of any kind in effect on the date of this order and Buyer shall not be liable for any other costs or changes.
- 3. Termination.** Buyer reserves the right to terminate this purchase order for its convenience. In such event Seller shall immediately stop all work and observe any instructions from Buyer as to work in process. Seller shall be paid an equitable adjustment for work already performed. Buyer may also terminate this contract for cause in the event of a default by Seller. In such event, Buyer shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Buyer harmless from, any damages occasioned by the Seller's breach or default. If it should be determined that the Buyer has improperly terminated this contract for default, such termination shall be deemed to be for Buyer's convenience.
- 4. Warranty.** Seller warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. If Seller has been informed of the use of the products, Seller also warrants that the items furnished hereunder are suitable and appropriate for such use. Seller shall indemnify and save the Buyer harmless from any breach of this warranty, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Buyer. This warranty is in addition to all warranties contained under the law. All warranties will survive acceptance of and payment for any goods and services under this purchase order.
- 5. Indemnification and Hold Harmless.** Seller agrees to comply with all applicable laws, regulations, rules and orders of Federal, State and Municipal government bodies and agencies, and will defend and hold Buyer harmless from any loss or damage arising out of any violation thereof. Seller will also defend and hold Buyer harmless from loss or damage by reason of actual or alleged infringement of letters of patent, copyright, or other intellectual property right of a third party. Seller shall defend, indemnify and hold harmless Buyer, its officers, agents, employees, successors and assigns against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

6. **Confidentiality.** Seller agrees that all information obtained by or provided to Seller in carrying out the Services provided hereunder, including the contents of this purchase order, will be maintained in confidence by Seller and that Seller will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. Buyer's confidential information includes, but is not limited to, Buyer's financial, account, human resources, provider and other proprietary information. This obligation shall not apply with respect to any information (a) which is already in the possession of Seller prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
7. **Changes.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this purchase order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
8. **Insurance.** Upon request from Buyer, Seller shall furnish to Buyer an insurance carrier's certificate showing that Seller has adequate Workmen's Compensation, Public Liability and Property Damage insurance coverage. Said certificate shall set forth the amount of coverage, policy number and date of expiration.
9. **Packaging and Shipping.** Deliveries shall be made as specified without charge for boxing, packaging, crating, or storage unless otherwise specified. Articles shall be suitably packed to secure the lowest reasonable transportation cost and to conform with the requirements of common carriers. Articles shall be described on bills of lading. Buyer's order numbers must be plainly marked on all packages, bills of lading, invoices and shipping orders.
10. **Hazardous Material.** Prior to shipment or transfer of any chemical substance compiled and published by the Environmental Protection Agency or Hazardous Material as defined in Appendix A of Federal Standard Number 313A, Seller shall provide Buyer with the appropriate Material Safety Data Sheets.
11. **Inspection.** All goods ordered hereunder will be subject to inspection and testing by Buyer at all reasonable times and places, and in any event, prior to acceptance. It is expressly agreed that inspections and/or payments will not constitute final acceptance and that all goods will be subject to final inspection after delivery to Buyer. If the goods delivered do not meet the specifications or otherwise do not conform to the requirements of this purchase order, Buyer will have the right to reject them. Goods which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller for reimbursement, credit or replacement, or may be held for disposition at Seller's expense and risk.
12. **Delivery, Title & Risk of Loss.** Title shall pass to Buyer on delivery of the conforming goods to Buyer's designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Buyer. If cost of freight and delivery is not to be borne by Seller, the most economical means and route of shipment shall be employed in transporting and delivering the merchandise. If any other means or route is used, any unauthorized additional expense incurred will be charged to Seller.
13. **Late Shipments.** In this purchase order and any written agreement, time shall be of the essence. If Seller fails to deliver on time, Buyer may purchase replacements elsewhere and Seller will be liable for actual and reasonable costs and damages Buyer incurs. Seller will promptly notify Buyer if it is unable to comply with the delivery date specified in this purchase order or the written agreement.

14. **Invoice/Payment.** A separate original invoice is required for each shipment under this order, and no invoice will cover material on more than one order. Buyer's purchase order number must appear on all correspondence. Discount period and net payment period will be calculated from date of receipt of invoice or after receipt of the products or services, whichever is later. Payment of invoice does not constitute inspection and acceptance of material covered by this order, but rather such products or services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in this order or the relevant written agreement. Buyer may, at its option, either reject products or services that do not comply with the acceptance or completion criteria for a refund, or require Seller, upon Buyer's written instruction, to repair or replace such products or re-perform such services without charge in a timely manner.
15. **Quantity/Substitution.** Buyer accepts no responsibility for goods or materials shipped in excess of the quantities specified herein, and any such excess may at Buyer's option be returned to Seller at Seller's expense. Substitution of material will not be permitted unless authorized in writing by Buyer.
16. **Authorization.** Only Purchase Orders issued and approved by Buyer's purchasing personnel will be legally binding upon Buyer.
17. **Facilities.** Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.
18. **Assignment and Subcontracting.** No part of this purchase order may be assigned or subcontracted without prior written approval of Buyer.
19. **Equal Employment.** Seller shall comply with all applicable laws, executive orders, and regulations concerning nondiscrimination in employment and provide equal employment opportunities for all employees.
20. **Affirmative Action.** Seller agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of 41 C.F.R. Section 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.  
  
Additionally the Seller and its agents and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.
21. **Governing Law.** This order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
22. **Entire Agreement.** If there is no written agreement between the parties concerning the subject matter referred to on the face hereof, then this purchase order and any documents referred to on the face hereof, constitute the entire agreement between the parties. If a written agreement exists between the parties concerning the subject matter referred to on the face hereof, then the terms and conditions of such written agreement shall take precedence over these terms and conditions.