

THERMO FISHER SCIENTIFIC

GENERAL PURCHASE TERMS AND CONDITIONS

These Terms apply to our Order for purchase of Products and/or Services, unless we have expressly agreed otherwise in writing for example in an executed master agreement, the terms of which shall prevail. We do not accept, and we hereby expressly reject, any additional or different terms you submit, use or refer to. Any attempt by you to vary the terms of this Order are rejected unless we expressly agree to additional or modified terms in writing.

1. Orders.

1.1. We may cancel an Order prior to your acceptance. You have accepted our Order when:

- we receive a written acknowledgment (confirming price and delivery date) by the end of the third business day following the date you receive our Order. If we do not hear from you within this time, we will treat you as having accepted the Order;
- you deliver Products to us or our designated destination;
- you start work on Products you will make specifically for us; or
- you start delivering the Services.

1.2. Once you accept our Order, you agree to sell and deliver the Products and Services to us according to the Order. We may request a change to our specifications, drawings, designs, shipping instructions or other terms of our Order at any time. If we request a change after you have accepted our Order, then you must notify us within ten (10) days of receiving our requested change and indicate whether and to what extent it will affect the price of the Products and Services or the time of delivery. Your response on this matter must be based on your best estimate of the actual time or expense required to sell and deliver the remaining Products or Services to us according to the modified Order. If we receive your notice within the required period, we may either cancel this Order or proceed with this Order with the changed price or terms specified by you. If we do not receive your notice within the required time, you may not change the price or time of delivery for any affected Products or Services.

2. Price, Payment, Invoices.

Unless otherwise agreed or as allowed in section 1, the price of the Products and/or Services and currency must be as set out in the accepted Order. All sums payable are exclusive of VAT and other duties and taxes. Purchase prices include all extra charges, including charges for packing, containers, insurance and transport unless we say otherwise on our Order. In respect of the Products, you must send us the invoice after the Products have been delivered to us. In respect of the Services, you must send us the invoice on completion of the Services unless another billing schedule is mutually agreed in writing. Your invoice must contain sufficient detail to describe the basis for the invoiced amounts, including a reference to the applicable Order number and a description of all Products delivered and Services performed. You must also give us all information we ask for to verify the contents and accuracy of the invoice. Unless otherwise agreed in writing or another period is required by Law, we will pay undisputed amounts within ninety (90) days of receiving your invoice. Unless required by Law, we will not pay late fees, interest, or carrying charges for late payments. Where interest is required by Law (and only if the parties are permitted by Law to contractually vary the applicable rate) interest will accrue at a rate of 2% per year above the European Central Bank's base rate from time to time. We may withhold any part of any payment due under this Order to cover any damages incurred by us resulting from your breach of these Terms or to cover any amount you may owe us for any reason. We are not required to pay any invoice that we receive more than ninety (90) days after the date of the delivery of the Products or performance of the Services covered by the invoice. If we instruct, you will submit invoices and accept payments electronically.

3. Packing, Safety Data Sheets, Storage.

You must properly package, label, and prepare all Products according to good commercial practices and Laws and to ensure that the Products reach us in a good condition. Your packing list must include our Order number, our product part numbers, quantity shipped, shipment date, item weights, and such other information or other requirements as we reasonably request or as required by Law. You must mark all Products with the appropriate country of origin. You must send us Certificate(s) of Analysis if applicable to our Order. You must send us Safety Data Sheets according to the Globally Harmonized System of Classification and Labelling of Chemicals for hazardous materials before or with the shipment. You must advise us about any precaution necessary for us to store, handle, and use the Products. You will provide us with information about components of and materials in the Products, so we can comply with the Safety Data Sheets and other Laws.

4. Delivery and Title.

- Unless we have agreed otherwise, you must deliver the Products to the destination specified in the Order: FCA (Incoterms 2020) place of delivery to our carrier or named place.
- Unless we expressly agree to include transportation charges in the Products' price, you must ship Products to us using our designated carrier with transportation charges billed directly to us by the carrier. We will not pay premium transportation charges unless we approved them in writing in advance. You must list all premium charges that we approved and not otherwise billed to us as a separate line item on your invoice. If you ship Products by an unauthorized method or carrier, you will pay any resulting increased freight costs. If applicable to our Order, you will release rail or truck shipments at the lowest valuation permitted, and you will not declare value on the Products shipped. Title and risk of loss pass to us when you deliver the Products to our designated carrier or named place.

5. Delivery Date.

Time is of the essence. You must not deliver Products by installments except with our prior written approval. If the delivery is going to be delayed, you must give us notice. We will not

accept early deliveries unless we have agreed in advance. If your delivery is late, we may – without limiting any other rights or remedies of ours:

- refuse to accept any subsequent delivery of the Products;
- obtain substitute Products from an alternative supplier and recover their reasonably incurred costs in doing so from you;
- claim damages for any costs, expenses or losses resulting from your failure to provide the Products on time;
- require a refund of any charges paid in respect of such Products; and/or,
- cancel the Order in whole or in part without liability to us.

6. Accepting the Delivery.

If you deliver Products or Services which do not meet the details in our Order, we can reject them within a reasonable time after delivery and inspection. We can then, at our option, and without affecting any of our other rights and remedies: (i) request a refund for the price we paid, including all shipping and taxes; (ii) buy replacement Products or Services from elsewhere and claim from you any extra expenses we have to pay for doing so; or (iii) receive from you an equitable reduction in the price of non-conforming Products or Services which you and we will agree to in good faith for a use-as-is condition. If we pay you before delivery, it will not affect our right to reject the Products or Services and reclaim the payment from you. If we accept any Products or Services under this Order, it will not mean we have to accept future shipments or give up any rights to return Products or Services we have already accepted. Our acceptance of Products or Services will not affect our right to make a warranty claim under section 18 below.

7. On-Premises Safety Regulations.

If you deliver Products to our premises, carry out Services, or install equipment at our premises, you must comply with our safety regulations and all applicable Standards.

8. Specifications, Quality, and Records.

All Products must meet all applicable specifications and all quality requirements, including source, origin and country of manufacture, stated in our Order and be identical to those in our previous Order for such Products. You must provide us with proof that you have met these requirements upon our request. If you wish to make a change to the quality, quantity or any specification of the Products, or to the production equipment, production process, location change, country of origin, labeling and primary packaging, product contact, shelf life, product form, fit or function, storage or distribution concerning the Products, you must give us adequate notice to review such change(s), and you must not implement the change(s) without our written permission. Please deliver your written change notice and request, with a complete copy of the Order, to the email address of the person who placed the Order or other email address provided by us for such purpose. You agree to maintain, and to supply to us upon request, objective quality evidence for the Products you supply to us according to ISO 9001 requirements or the requirements of a substantially equivalent quality system. You must also maintain and preserve your inspection and process control systems records for as long required by Laws and provide them to us upon request.

9. Confidentiality.

You must treat our Order including all information we have given you for this Order, including but not limited to technical and commercial information, as confidential. In particular, you must not use our name (or the name of any associated companies) for publicity purposes unless you get our written permission. You may only use technical information to manufacture the Products and not for the benefit of any third party. If we ask, you must return to us any property, designs, or other information and any copies we have given you in connection with this Order. You acknowledge that we will rely upon information you provide to us. Unless we have agreed separately in writing with you, any knowledge or information that you disclose to us will not be considered confidential or proprietary, and we may use it without restriction.

10. Spares Support.

We are placing this Order for Products on the condition that parts, or identical replacements, are available for at least five (5) years from the date of delivery of this Order. You must give us at least twelve (12) months' notice in writing if the parts will no longer be available.

11. Free Issue Material.

When you give us material on a 'free issue' basis you agree to replace, at your cost, any such material scrapped in excess of any scrap allowance given. All 'free issue' material belongs to us, and all work carried out on it vests in us. You must keep a record of all 'free issue' material used and in stock.

12. Our Property.

Our property includes all tooling, dies, parts, schedules, specifications and all related reproductions, and any other property that we furnish to you or that you create for us under this Order. We own all of our property but if we provide property to you to use in your performance of this Order, you must use it only as necessary to fulfill our Order as we direct you. You assume all liability for loss of, and damage to, our property while in your control, and you must, unless we direct you otherwise in writing, insure our property in an amount equal to its replacement cost with loss payable directly to us. We may remove (or have removed) our property at any time upon notice to you.

13. Subcontracting Rights under this Order.

If you use a subcontractor or any other manufacturers to carry out any of your obligations under this Order, you will be fully responsible for their actions and mistakes and for the actions and mistakes of their employees. There will be no contractual relationship between any subcontractor and us. You will make sure that any subcontractor or other manufacturer treats all of our information as confidential. We may perform any of our obligations or exercise any of the rights under these Terms through any of our affiliates.

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14. Intellectual Property.

14.1. Except as we expressly agree otherwise in writing, we do not grant you any rights to any of our patents, trademarks, copyrights, trade secrets or other intellectual property rights. You will not use or incorporate any third-party intellectual property in the Products or Services without the third party's written permission. Without limiting our rights to seek other remedies at law and equity, if our use of the Products or Services infringes or is likely to infringe a third party's intellectual property, you will, at our sole option and at your sole expense:

- (a) obtain the right for us to continue using the Products or Services;
- (b) replace the Products (or re-perform the Services) with a non-infringing equivalent while keeping comparable or better performance; or,
- (c) remove the Products or stop performance of Services, refund the purchase price and reimburse us for any related costs we incur because the Products or Services infringed or were alleged to infringe on another's rights.

14.2. If you place a trademark that we own on any Products, or if the Products are unique to us, then those Products will not bear your name or trademark, and you will not sell them to anyone else.

14.3. To the extent any intellectual property owned or controlled by you is incorporated in any Products or Deliverables or is reasonably expected to be licensed for the resale or intended use of such Products or Deliverables, you hereby grant to us a non-exclusive, irrevocable, perpetual, world-wide, royalty-free, transferable, sub-licensable license to use, modify, incorporate into our products, offer to sell, sell, re-sell, distribute, import and export such intellectual property solely as incorporated in such Products or Deliverables or as is reasonably expected to be licensed for the resale or intended use of such Products or Deliverables. If the Products include or incorporate any software, you hereby grant to us a non-exclusive, irrevocable, perpetual, world-wide, royalty-free, transferable, sub-licensable license to distribute such software, directly or indirectly through intermediaries, to end users, and to permit us (including our employees, agents, contractors and consultants), such intermediaries, and such end users to use such software in connection with the use or resale of the Products. No separate sublicense is required for such intermediaries or end users to use such software in connection with the use of the Products.

15. Compliance with Laws.

15.1. You must adhere to and fully comply at all times with all Laws and Standards applicable to the Products and Services in this Order and our use including all import and export Laws and Standards. You will also provide us with all required information or documents that we need to comply with all requirements for our receipt of the Products. You must mark all Products with the appropriate country of origin in accordance with all applicable Laws and Standards. You must not provide Products manufactured in the following countries: Cuba, Iran, North Korea, Sudan, and Syria, or any other country prohibited by Law. You are responsible to know and comply with all regional requirements applicable to you as our supplier. Please review www.thermofisher.com/suppliers for more information.

15.2. You shall (if applicable) identify and inform us in advance of utilizing or providing to us any Controlled Technology. You represent and warrant that prior to providing or disclosing any Controlled Technology, you have obtained all required export licenses and approvals. You are responsible for ensuring that any required export licenses or other permits have been obtained in respect of your employees and contractors performing Services (if any) under this Order and shall carry out screening to ensure such personnel are not prohibited from receiving products, software, or technology.

16. Review and Audit of Records and Premises.

We (or any person, firm or organization authorized by us) has the right to enter your premises to:

- (a) inspect the manufacturing facilities and equipment you use to manufacture the Products;
- (b) audit all records you maintain in relation to the supply of the Products and Services;
- (c) inspect and take samples of raw materials, the packaging and the Products; and,
- (d) inspect stock levels or raw materials, packaging and the Products.

Each inspection will take place during business hours and on reasonable notice (except in the case of an emergency when no notice will be needed). Any inspection will be subject to your reasonable confidentiality, health and safety, and security requirements. Our inspection will not constitute final acceptance of Products or Services.

17. Cancelling an Order.

17.1. If you breach these Terms, including if you fail to deliver on time or fail to provide the Services by the applicable dates, we can cancel this Order, reject all or any of the Products delivered, either tell you to remove the Products from our premises or return them to your premises and you must pay our costs for doing this, and refuse to accept any subsequent performance of the Services.

17.2. We can cancel this Order at any time by giving you notice in writing. When you receive our notice, you must stop producing the Products or providing the Services covered by this Order. We will pay a fair and reasonable price for all work delivered (or ready to be delivered) on the date we give you notice, together with any other reasonable charges we directly cause by cancelling this Order.

17.3. We can cancel this Order immediately if:

- (a) a petition is presented against you to wind up your business;
- (b) a liquidator is appointed over your business or you go into voluntary liquidation (other than for the purpose of reconstruction);
- (c) an administration order is applied for or a receiver (including an administrative receiver) is appointed over the whole or any part of your property;
- (d) you have any form of diligence linked to your Products (where a creditor arranges to seize and sell your Products to enforce a debt); or

(e) any similar action is taken against you in any jurisdiction.

18. Warranty.

As well as any warranty which applies by Law, you represent and warrant that the Products are and will be free from built-in defects in design, workmanship and materials and that they meet all specifications, drawings, and approved samples, if any, which may apply. You also represent and warrant that the Products are fit and suitable for the purpose intended and are fit to be sold, that all Services are performed using all due care, skill and effort in line with the generally accepted standard in the industry, and that our title to all Products and Deliverables are free from all claims and encumbrances. If we pay for the Products or inspect or test them, or make future orders, it does not mean we will not enforce this warranty in the future if the Products do not meet the conditions of the warranty. Without affecting any of our other rights, you must either repair or replace the Products, carry out the Services again or refund the cost of the Products or Services which are non-compliant, at our option. This applies for eighteen (18) months from the date of our receipt or within the shelf life of the Products shown in this Order (whichever period is longer) or from delivery of the Services. You will refund any transport or other charges paid by us for Products which are defective.

19. Indemnity.

You will indemnify and hold us and our affiliated entities harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by us as a result of or in connection with:

- (a) any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the supply or use of the Products or Services;
- (b) any claim made against us or any of our affiliated entities by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products or Services, to the extent that such defect in the Products or Services is attributable to the acts or omissions of you, your employees, agents and subcontractors;
- (c) your failure or delay in your performance of the Order or your breach of any material representation or warranty under or related to the Order;
- (d) your negligence or willful misconduct; or,
- (e) any recall of any Products, except to the extent a recall or withdrawal of the Products is solely the result of our modifications to the Products or your compliance with a design we directed you to use.

20. Insurance.

You must maintain appropriate insurance against any claims about the development, manufacture, sale, distribution, provision, performance or use of the Products and Services. You will give us proof of this insurance upon request.

21. Services.

21.1. If you are providing any Services you must comply with this section 21.

21.2. You must meet any performance dates for the Services specified in the Order or that we notify to you and time is of the essence in relation to any of those performance dates.

21.3. In providing the Services you must:

- (a) co-operate with us in all matter relating to the Services, and comply with all our instructions;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in your industry profession or trade;
- (c) use personnel who are suitable skilled and experienced to perform the tasks assigned to them; and
- (d) provide all equipment, tools and other such items as required to provide the Services.

21.4. All intellectual property rights in or arising out of or in connection with the Services shall be owned by us. You grant to us a fully paid-up, worldwide, non-exclusive, royalty free license to your background intellectual property rights for the purpose of receiving and using the Services and the Deliverables. We grant to you a fully paid-up, non-exclusive, royalty free license to copy any materials provided by us to you for the term of the Order for the purpose of providing the Services to us.

21.5. If an Order is cancelled under section 17, you must immediately return to us all Deliverables whether or not complete.

22. Circumstances Beyond Your or Our Control (Force Majeure).

If you or we cannot carry out our responsibilities under an Order due to circumstances beyond our or your reasonable control, neither will be liable to the other. This section will no longer apply when the circumstances stop affecting the performance. If the circumstances continue to apply for thirty (30) days or longer we may cancel all affected Orders without any liability to us.

23. No Assignment.

You may not assign this Order or any right or obligation in it without first receiving our written consent. Any purported assignment without our prior written consent shall be null and void.

24. Data Privacy.

24.1. You will if requested by us enter into a Data Processing Agreement in a form provided by us whenever we determine that you will be processing personal data or personal information as may be required by applicable data privacy or data protection laws, and you agree in any event to observe the Technical and Organizational Measures and any policies relevant to suppliers found at www.thermofisher.com/suppliers on the date of this Order.

24.2. You certify that you understand and will comply with restrictions and obligations under Laws that apply to any processing of Personal Data in connection with this Order,

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including, where applicable, laws on collection, sharing, and transfer of Personal Data. You will promptly notify and cooperate with us if you believe that you can no longer comply with such Laws in connection with the Order. You will, in consultation with us, take reasonable and appropriate steps to address and remediate such potential noncompliance and will not undertake any processing in breach of the applicable Laws. You will process Personal Data only as required for the provision of Products and Services. You expressly agree that you shall not sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Data for monetary or other valuable consideration. You will ensure that all your personnel with access to Personal Data are subject to a duty of confidence, have received appropriate training on their privacy and security responsibilities, and only access such data to perform their duties.

25. Supplier Code of Conduct.

You acknowledge that you have reviewed and agree to comply at all times with our *Supplier Code of Conduct* for this Order, including any documents, policies and codes included or referenced in the same, as amended from time to time. The *Supplier Code of Conduct* is available at www.thermofisher.com/suppliers.

26. Corporate Social Responsibility.

At our request, you shall enroll in and maintain membership with our identified social responsibility and risk platform (currently EcoVadis: www.ecovadis.com) for the purpose of providing visibility to us related to your corporate social responsibility initiatives for this Order. The costs related to your enrollment are your sole responsibility.

27. Notification of Debarment or Suspension.

By accepting our Order, you certify that neither you, nor your employees or principals, are debarred, suspended, or are proposed for debarment by any Authority. If you are subject to investigation by an Authority which could lead to debarment, or if you, or any of your employees or principals, are debarred, suspended, or proposed for debarment, you will notify us in writing immediately.

28. U.S. Government Requirements.

28.1. The Thermo Fisher Government Contracts Addendum found at www.thermofisher.com/suppliers on the date of this Order, whether or not attached to this Order, is incorporated by reference as if fully included in these Terms and our contract with you. You will notify us in writing whether or not the Products are compliant with the Buy American Act (FAR 52.225-1).

28.2. ***This paragraph applies to our Order if it was issued from a location within the United States:*** We are an equal opportunity employer and a federal contractor or subcontractor. So, both parties to this Order agree, as applicable, to abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). **These regulations are incorporated by reference in these Terms and our contract with you. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations 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.** You also agree with us, as applicable, to abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

29. Enforcing the Terms.

If we cannot enforce any of these Terms, it will not affect the other remaining conditions of the Terms.

30. Special Conditions.

If there are special conditions shown on the front of this Order, or contained in a PO Supplement, they will apply equally with these Terms. However, if there is any difference between these Terms and the special conditions specified, the special conditions will apply.

31. Independent Contractor.

You are an independent contractor. Nothing in these Terms or an Order is intended to, or will operate to, create a partnership between you and us, or to authorize either party to act as an agent for the other, and neither party will have the authority to act in the name of, on behalf of, or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). You and your employees will not be treated as employees of Thermo Fisher for any reason whatsoever, including but not limited to any tax purposes.

32. Notices.

Except the supplier change notification requirement described in section 8, if you need or are required to notify us regarding this Order, please send your notice to our representative identified on the face of the Order.

33. Law.

Unless specified otherwise in an Order, if the Order is issued by Thermo Fisher Scientific Inc. or any North American located Thermo Fisher affiliate the Order will be governed by and construed in accordance with the laws governing the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision. In such case each party irrevocably agrees that the courts of Commonwealth of Massachusetts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order, including but not limited to non-contractual disputes, provided that any court of otherwise competent jurisdiction shall have jurisdiction in respect of any specific performance, injunctive

and other equitable relief. Unless specified otherwise in an Order, if the Order is issued by a Thermo Fisher affiliate in any location outside of North America, the Order shall be governed by and construed in accordance with the laws governing England. In such case, each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order, including but not limited to non-contractual disputes, provided that any court of otherwise competent jurisdiction shall have jurisdiction in respect of any specific performance, injunctive and other equitable relief. The United Nations Convention on Contracts for the International Sale of Goods will not apply. These Terms shall not give rise to any third-party rights to enforce them, except affiliate rights as specifically referenced herein.

34. Translation.

In the event of any conflict or inconsistency between any provision of these Terms in the English language and any translation thereof in any other language, the English language version of the Terms shall prevail.

35. Definitions.

Authority	means any relevant governmental authority including federal, state, or local government agency or any equivalent governmental authority in any applicable jurisdiction;
Controlled Technology	items, technology, information and software subject to export control laws and regulations;
Deliverables	all documents, products and materials developed by you or your agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) including the deliverables set out in the Order;
Law(s)	means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, directive, guideline, or policy of any Authority, or court, and any governmental requirement or other governmental restriction or similar form of decision or determination, and any interpretation or administration of any of the foregoing by any Authority, or court, whether now or later in effect;
Order	means our written offer to purchase Products and Services (if any) from you, including any other documents we attach to or issue with the Order (including these Terms, any purchase order or any PO Supplement), and any landing pages, documents, terms and information we refer to in these Terms;
Personal Data	means any information relating to, directly or indirectly, an individual or household that is collected, accessed, used, disclosed, or otherwise processed by you in connection with provision of Products or Services, and includes information included in the definition of the terms "personal information," "personally identifiable information," "biometric identifier," or other similar terms under any applicable laws;
Products	means the materials or products we are buying from you as listed on the face of the Order, and shall where the context requires include Deliverables;
Services	means the services we are buying from you as listed on the face of the Order;
Standards	means any and all standards, safety requirements, and certifications that you and Products are (a) required to comply with or obtain by any Laws or Authorities, or (b) requested by us to comply with or obtain to ensure compliance with specifications of the Products or an Order, or to enable us to comply with Laws or other requirements relating to our products or services incorporating or using the Products. "Standards" may include, but are not limited to, certifications in accordance with EN, UL, and CSA standards, CE and TÜV certifications, all electro-magnetic interference (EMI) and electro-magnetic compatibility (EMC) clearances, the E.U. Regulation REACH, RoHS, WEEE, or Electrolux/Altegate certifications, reporting and recordkeeping requirements, product take-back compliance, material origin requirements (e.g., Conflict Minerals), wood packaging requirements, and any clearances, certifications, disclosures, or labels that may be required by Authorities, and their respective rules and regulations;
Terms	means the general terms and conditions set out in this document;
We, us, our, ours	means the Thermo Fisher Scientific legal entity identified in the Order;
You, your	means the legal entity offering the Products or Services to us as identified in the Order.

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