

STANDARD TERMS OF PURCHASE

1. ACCEPTANCE OF TERMS. Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order, (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuing any acceptance or acknowledgement of this Order; (b) delivering any Products ordered; or (c) commencement of the work called for by this Order, in any manner. In the event these terms are part of a supply agreement between the parties, the term "Order" used herein shall mean any purchase order issued under the supply agreement.

2. PRICES, PAYMENTS AND QUANTITIES.

2.1. Prices. All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, and any state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Notwithstanding anything to the contrary, Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and environmental tax fees, as well as those taxes based on Supplier's gross and/or net income.

2.2. Payment Terms.

(a) **Standard Terms.** Unless otherwise stated on the face of the Order or restricted by applicable Law, the ordinary net date ("**Net Date**") shall be sixty (60) days after receiving from Supplier both the accepted Products and a correct corresponding invoice that complies with the terms of this Order. All sums to be paid by Buyer under this Order will be in Euros, unless otherwise agreed to by the parties in writing.

(b) **Invoicing.** If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number, the item number of such release, Buyer's part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier's name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than sixty (60) days after Buyer's receipt of the Products and/or Supplier's completion of the services. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in Buyer's payment or nonpayment by Buyer shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the Products.

(c) **Set Off.** Buyer shall be entitled at any time to set off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. "**Affiliate**" shall for the purposes of this Order mean, with respect to Buyer, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Buyer.

2.3. Quantities.

(a) **General.** Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer..

(b) **Last Time Buy.** If Supplier or its sub-tier suppliers or subcontractors ("**Subcontractor(s)**") plan to cease production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within 2 years from the date of this Order, or of any Parts after the ten-year period as detailed in Section 2.3 (c) below, ("**Discontinued Products**"), then Supplier shall provide Buyer with 12 months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s) for a "last-time" buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(c) **Aftermarket Supply.** Replacement parts, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as "**Parts**" and are considered Products under this Order. Unless specified otherwise by Buyer in writing, Supplier will maintain for ten (10) years from

the last shipment of the Products purchased by Buyer under this Order the capability to (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service the Products. Supplier shall continue to supply such Parts past the ten-year period if Buyer orders at least twenty (20) Parts per year during such ten-year period. The prices for any Parts purchased in the first two (2) years of the ten-year period shall not exceed those prices in effect at the time production of the Products ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the prices for Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements shall apply unless the parties mutually agree in advance. After the end of the ten-year period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

3. DELIVERY AND TITLE PASSAGE.

3.1. Delivery.

(a) Time is of the essence of this Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. In the event that any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products and related Documentation) and/or complete the services as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; (ii) return to Supplier some or all of the Products in said shipment at Supplier's risk and expense (including, without limitation, all freight, warehousing, handling, shipping, and transportation costs); (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) recover all damages it incurs as a result of Supplier's failure to perform as scheduled. The foregoing is in addition to any other rights or remedies available to Buyer at law or in equity.

(b) Product on-time delivery ("OTD") rate shall not be less than 98% per Supplier's site on a rolling three calendar month basis. The term "Supplier's site" as used in this Section 3.1(b) means the Supplier site that ships the Products to Buyer. Buyer will use the following calculation in determining the OTD rate at the end of each calendar month: the total number of "complete" Product shipments (as represented by a line item in the Order) by Supplier site that are received by Buyer no more than 5 days early and 2 days late to the Need By date required by Buyer during that calendar month will be divided by the total number of all Product shipments that Buyer received from the same Supplier site during the same calendar month. Supplier may monitor its OTD rate through the web-based portal through which Buyer will send forecasts and Orders to Supplier (the "GESP"). The term "complete" as used above means that the total quantity of all Products on a line item in the Order, as ordered by Buyer, must be received by Buyer no more than 5 days early and 2 days late to Buyer's required Need By date (partial or incomplete Product shipments will not be deemed "complete" as specified above). Any Product deliveries that were not made on-time but would have been made on-time if Product lead time was given, will not be included in the calculation.

(c) If the OTD rate for any Supplier site has fallen below 98%, Buyer will charge Supplier a fixed amount of €350 for each line item on an Order that was not delivered complete and on-time during the reported period ("Delivery Administration Fee") and the imposition of such Delivery Administration Fee will continue on a monthly basis for each line item not delivered complete and on-time during that month until the Product OTD (from the same Supplier site) of 98% is met or exceeded. The Delivery Administration Fee shall be charged to Supplier automatically as a debit memo issued to Supplier's account. For the avoidance of doubt, the Delivery Administration Fee is only intended to compensate Buyer for certain administrative expenses and shall be without prejudice to Buyer's right to recover other costs or expenses to which Buyer is entitled under this Order, including expedited transportation and its other actual damages.

(d) Within thirty (30) days of receiving notice from Buyer, Supplier shall also develop and implement a written corrective and preventative action plan (and submit a copy to Buyer) that addresses Product OTD improvement. Should Supplier fail to correct OTD issues after a six-month period, Buyer may, at its discretion, terminate all unfulfilled Orders with respect to affected Product(s) without incurring any liability notwithstanding anything to the contrary herein. The provisions of this Section 3.1 are in addition to any other rights or remedies available to Buyer at law or in equity.

3.2. Transportation. Supplier will comply with the provisions of the Supplier Transportation Guidelines, located at www.cytiva.com/suppliers (the "Supplier Transportation Guidelines"), which Supplier acknowledges it has read. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in the Supplier Transportation Guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

3.3. Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, Product weight, and such other information required by applicable Law and/or Buyer.

3.4. *Force Majeure.*

(a) Except as otherwise provided in Section 3.4(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier and Buyer will not be liable in any way for such reductions. If the delay lasts more than thirty (30) days, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above in this Section 3.4(b) of this Order do not constitute Force Majeure for purposes of this Order.

4. PACKAGING & DOCUMENTATION.

4.1. Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at www.cytiva.com/suppliers. (the "**Global Packaging Requirements**"), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the countries of manufacture, shipment, transit, and/or destination. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.2. Supplier shall minimize the size and weight of packaging for the Products to minimize total cost and environmental impact without compromising essential functions and requirements of the packaging. If either of the following size & weight criteria cannot be met, Supplier shall provide Buyer with written documentation of the applicable part number, part description and reasons for failure to meet criteria, so the parties can review packaging for potential improvement: (i) The gross weight of the packaging for the Products should be greater than the dimensional weight ("**DIM**"). DIM equals: (a) for packages measured in centimeters, the packaging length multiplied by both its height and width, divided by 7590 for weight in kilograms; or (b) for packages measured in inches, the packaging length multiplied by both its height and width, divided by 210 for weight in pounds. (ii) The weight of the packaging materials should be less than 25% of the weight of the Products.

4.3. Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. "**Documentation**" means all Products-related information, including user manuals, drawings, schematics, design history files, labels, functional descriptions, Product descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term "Documentation" also includes all revised versions of any of the foregoing that are created or provided by Supplier.

5. CHANGES.

5.1. *Buyer Changes.* Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the Order price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within ten (10) days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

5.2. *Supplier Changes.* Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted along with a written change notice, for Buyer's prior written approval. This may include, but is not limited to, changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved such change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer.

5.3. *Transfer of Manufacturing Facility.* Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than twelve (12) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of

Products to a different manufacturing facility. These costs shall include, without limitation: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (iii) all Buyer's Property transfer costs associated with such transfer.

5.4. ***Suspension.*** In addition to any other rights and remedies Buyer may have provided by Law, contract or equity, in the event that Buyer believes at its absolute discretion that there is or will undoubtedly be any breach or non-compliance on Supplier part with respect to its obligations under this Order, Buyer may, upon ten (10) days written notice to Supplier, suspend performance of all or any part of the work under this Order and withhold any payment for such time as it deems appropriate but not to exceed ninety (90) days. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may, if an inquiry or audit conducted by Buyer reveals to Buyer's absolute satisfaction, that Supplier has not violated this Order, withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

6. INSPECTION/TESTING AND QUALITY.

6.1. ***Inspection/Testing.*** In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises, including, where requested by an inspector for safety-related concerns, stop all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit/inspection including, completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

6.2. ***Quality.*** When requested by Buyer, Supplier shall promptly submit real-time production and process data ("**Quality Data**") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier's Quality System**") covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively the "**Quality Requirements**"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including Supplier's obligations regarding its Subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier's facility(ies) to address the deficiencies in Supplier's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; or (c) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

6.3. ***Product Recall.*** To the extent a Product recall is determined to have been caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement or refund program, including, without limitation, all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such recall or potential safety hazards, except where such consultation would prevent timely notification required by Law.

6.4. ***Product Concerns.*** Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services ("**Product Concerns**") will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

6.5. ***Product Quality Problem.***

(a) If Buyer determines that two percent (2%) or more of the total quantity of a Product (by part number) shipped by Supplier during a rolling three calendar month period did not meet the Quality Requirements (“**Product Quality Problem**”), Buyer will charge Supplier a fixed amount of €350 USD for each Product (by part number) not meeting the Quality Requirements during the reported period (“**Quality Administration Fee**”). imposition of such Quality Administration Fee will continue on a monthly basis for each specific Product (by part number) not meeting the Quality Requirements until the Product Quality Problem is corrected. The Quality Administration Fee shall be charged to Supplier automatically as a debit memo issued to Supplier’s account. To determine whether a Product Quality Problem exists, Buyer will perform the following calculation: the total number of Products received and coded by Buyer as “Supplier at Fault” during the reported rolling three calendar month period at issue will be divided by the total number of Products shipped during the same period. The “Supplier at Fault” quantity used in the above calculation shall be adjusted to the extent verified that the Product Quality Problem was solely caused by Buyer. Supplier may monitor its quality scorecard through the GESP. For the avoidance of doubt, the Quality Administration Fee is only intended to compensate Buyer for certain administrative expenses and shall be without prejudice to Buyer’s right to recover other costs or expenses to which Buyer is entitled under this Order, including all costs associated with the repair or replacement of Non-Conforming Products (as defined below) and its other actual damages.

(b) Within thirty (30) days of receiving notice from Buyer, Supplier shall also develop and implement a written corrective and preventative action plan (and submit a copy to Buyer) that addresses the Product Quality Problem. Should Supplier fail to correct the Product Quality Problem after a six-month period, Buyer may, at its discretion, terminate all unfulfilled Orders with respect to the affected Product(s) without incurring any liability notwithstanding anything to the contrary herein. The provisions of this Section 6.5 are in addition to any other rights or remedies available to Buyer at law or in equity.

7. ACCEPTANCE/REJECTION.

7.1. If any of the Products furnished pursuant to this Order are found within thirty (30) days after delivery (the “**Inspection Period**”) to be defective or otherwise not in conformity with the requirements of this Order, including without limitation, any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including but not limited to material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier’s account; (c) reject and/or return at Supplier’s risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier’s responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at law or in equity.

7.2. Supplier shall be liable for all direct and indirect costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include, but not be limited to, cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

7.3. Buyer may, upon Supplier’s acceptance in writing, return to Supplier any un-used, non-defective Products for a period of up to one (hundred eighty (180) days after Buyer’s receipt of such Products. For any payment Buyer made with respect to such Products, Supplier will provide Buyer (at Buyer’s election) with either: (i) a credit that will be applied to offset amounts owed under any open or future Supplier invoices to Buyer, or (ii) refund such payment to Buyer by wire transfer or check within ten (10) business days of receiving Buyer’s notification.

8. WARRANTIES.

8.1. Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or a direct or indirect Subcontractor: (a) are free of all claims, liens, or encumbrances (other than liens arising through Buyer); (b) are of new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation or other Documentation and other requirements approved or adopted by Buyer; (f) are manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier’s direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications, including, without limitation, 510(k) clearances and CE mark, as required; (j) (as well as the use and/or distribution of the Products) do not infringe any patent, copyright, trade secret, trademark, or other intellectual property right; and (k) do not use or contain any intellectual property of third parties without such parties’ prior written consent, and that no other third party (including, without limitation, any local, state, federal, or foreign government) holds any property rights or security interests in any of the Products.

8.2. Supplier represents and warrants that all services provided directly or indirectly by Supplier shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer’s requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.3. The foregoing warranties set forth in 8.1(c) and 8.1(e) shall extend to future performance of the Products and apply for a period of twenty-four (24) months from Buyer's acceptance in accordance with Section 7 (Acceptance/Rejection) and may be longer for warranties pertaining to third party components that extend beyond twenty-four months. All other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (a) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (b) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (c) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by law.

8.4. Buyer may return or have returned to Supplier any Products, or Parts that do not conform to the representations and warranties set forth in this Order ("**Nonconforming Product(s)**") by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) either replace or repair the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product. If it will take longer than such five (5) day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five (5) day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.5. In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with warranty-related field replacements of Nonconforming Products, including all Field Engineer (FE) labor and material costs (labor + travel). Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.6. **Data Wiping Requirements.** Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a "00" or "11" hex, consistent with the National Institute of Standards and Technology Guidelines for Media Sanitation. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.7. Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

9. REPAIR & MAINTENANCE SERVICES.

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to GEHC at the beginning of each calendar quarter with a written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's resources consisting of the Electronic Repair Tracker ("**eRT**") or Buyer's approved equivalent system on a daily basis to track the flow of Products between Buyer and Supplier. Supplier must modify Buyer's Order status in eRT from "In Route" to "At Supplier" within one (1) business day of Supplier receipt of such Product. Supplier must modify Buyer's Order status in eRT from "At Supplier" to "Returned to Buyer" within one (1) business day of Supplier's shipment of such Product back to Buyer. Supplier is responsible for using eRT to: (i) identify in warranty and out of warranty status of each returned Product; and (ii) request Buyer's written pre-approval for any of the following: price changes for product-related non-standard repair, scrap, misidentification, and/or misdirected shipments. (d) Supplier shall appoint a single point of contact for managing Buyer's information systems (e.g. eRT, iSupplier Portal) and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer's sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer's resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer's repair team through Support Central Workflow forms, or any other

process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders not in eRT, and Products received without paperwork.

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty (“**Service Products**”), the following additional terms shall apply: (a) Service Products are considered “Products” and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer’s prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer’s written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority through eRT.

10. TERMINATION.

10.1. Termination for Convenience. Buyer may terminate all or part of this Order for convenience upon a thirty (30) days prior written notice to Supplier. Notwithstanding anything to the contrary, Buyer’s liability and Supplier’s exclusive remedy for such termination by Buyer is limited to Buyer’s payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.2. Termination for Default. Except for delay due to Force Majeure (as defined herein lasting not more than thirty (30) days), without liability, by written notice of default, (i) either party may terminate all or part of this Order if the other party fails to comply with any of its obligations under this Order, and (ii) Buyer may terminate all or part of this Order if Supplier fails to make progress which, as Buyer can demonstrate, necessarily endangers performance of this Order. Any such termination shall become effective if the party in breach does not cure such failure within ten (10) days of receiving the other party’s written notice of default; except that Buyer’s termination for Supplier’s breach of Sections 14, 18 or 19 shall become effective immediately upon Supplier’s receipt of Buyer’s written notice of default. Upon termination due to a breach of Supplier, Buyer may procure at Supplier’s expense and upon terms it deems appropriate Products similar to those so terminated until the date this Order would have terminated if it was not terminated for the breach, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier. Buyer’s rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity or under this Order.

10.3. Termination for Insolvency. Unless restricted by the applicable Law, if either party (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of its debts, the other party may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.4. Supplier’s Obligations on Termination. Unless otherwise specified by Buyer, upon Supplier’s receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

11. BUYER’S PROPERTY. All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, copyrights, patents, equipment or material: (a) furnished to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer’s IP Rights (defined in Section 12 below) shall be and remain Buyer’s personal property (collectively, “**Buyer’s Property**”). Such Buyer’s Property furnished by Buyer to Supplier shall be accepted by Supplier “**AS IS**” and “**WHERE IS**” condition with all faults and without any warranty whatsoever, express or implied, shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer’s Property. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer’s Property (if tangible) for shipment and deliver it to Buyer at Supplier’s expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer’s Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer’s Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) unless otherwise agreed to by Buyer in writing, store it (if tangible) separate and apart from Supplier’s and third party owned property under Supplier’s control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer’s Orders without disclosing or otherwise reproducing it for any other purpose. Supplier shall at its sole cost and expense be responsible for operating, maintaining and calibrating the Buyer’s Property in accordance with the manufacturer’s specifications and recommended guidelines. Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier’s facilities to verify compliance with this Article 11 and with Article 12. Buyer hereby grants a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to Supplier to use Buyer’s Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

12. INTELLECTUAL PROPERTY.

12.1. General. The parties agree that each party exclusively owns all intellectual property it had prior to the commencement of this Order.

12.2. Supplier Intellectual Property. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order (“**Supplier Intellectual Property**”). Buyer shall have an unrestricted right to use, have used, modify, have modified, distribute, have distributed, sell, have sold all Products provided under this Order under the Supplier Intellectual Property rights. Supplier shall not assert any Supplier Intellectual Property rights against Buyer and its Affiliates, or any of their customers or suppliers, with respect to the Buyer IP Rights (as defined below), in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.3. Buyer Intellectual Property. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier’s performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, “**Buyer’s IP Rights**”). If by operation of law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to transfer and assign to Buyer, and hereby transfers and assigns to Buyer, Supplier’s entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer IP Rights to Buyer. Supplier is prohibited from selling to any third party the Products or substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer’s or Buyer’s Property, or (iii) is specifically designed or configured for use with Buyer’s products using Confidential Information of Buyer’s, Buyer’s Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer’s prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer’s Property, Buyer’s Confidential Information or Buyer’s IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.4. Data Rights. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier’s Products, including machine, technical, systems, usage and related information (“**Source Data**”) to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer’s use, analysis, research and/or development of the Source Data.

12.5. Documentation. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation in whole or in part, including excerpts thereof.

12.6. Trademarks. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute “**Buyer Marks**” for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.7. Supplier’s Marks. Supplier hereby grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier’s trademarks, service marks, and trade names (collectively, “**Supplier Marks**”) on, or in connection with Buyer’s direct and/or indirect marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. use of Supplier Marks includes, but is not limited to, use: (a) in any advertising, (b) on Buyer’s websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier’s Product(s).

13. SOFTWARE.

13.1. Embedded Software. To the extent any Products contain Embedded Software (defined below) that is not Buyer’s Property or Buyer’s IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense any part of Supplier’s rights to third parties, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products (i) without requiring Buyer, or have at any time required Supplier nor any third-party, to disclose such Embedded Software or modification thereto, in either source code or object code form, to Supplier nor any third party, and (ii) without restricting Buyer’s assertion of any intellectual property rights (the “**Buyer-Required License**”). If rights to such Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third-party owner. “**Embedded Software**” means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.2. Software Updates. For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.3. If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to “Accept” various terms and conditions, including, but not limited to, “click-wrap,” “click-through,” browse-wrap,” or “shrink-wrap,” such terms and conditions will be of no force and effect on Buyer or the user even though they are “accepted” by Buyer, a Buyer customer, or the user in order to

access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer's request, Supplier, at Supplier's expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.4. **Restrictions on Open Source.** Supplier warrants that: (a) unless disclosed to and approved by Buyer in writing, the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including, without limitation, other goods).

13.5. **Code Integrity Warranty.** Supplier covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. In addition to exercising any of Buyer's other rights and remedies under this Order or otherwise at law or in equity, Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, "**Revised Code**") which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

13.6. **Product Cybersecurity.** Supplier agrees that all Products supplied under an Order that include executable binary code shall comply with the terms and conditions of the Product Cybersecurity Appendix located at www.cytiva.com/suppliers.

14. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14.1. **Confidentiality.** Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

(a) "**Confidential Information**" for purposes of this Order shall, whether furnished before or after the date of this Order and irrespective of the form of communication, mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer's Property and Confidential Information as defined in the *Privacy and Data Protection Appendix ("PDPA")* located at www.cytiva.com/suppliers; (iii) all information derived from Buyer's Property; and (iv) all of Buyer's IP Rights (defined in Section 12 above).

(b) Supplier shall: (i) use the Confidential Information only for the purposes of fulfilling Supplier's obligations under this Order; and (ii) without limiting the requirements under Section 14.2, use the same degree of care with the Confidential Information as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist the Supplier in performing its obligations under this Order. Supplier agrees that prior to disclosing the Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges the irreparable harm that shall result to the Buyer if the Confidential Information is used or disclosed contrary to the provisions of this Section.

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(d) Within fourteen (14) days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than two (2) days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(g) Other NDAs. If the parties hereto entered into a non-disclosure agreement (“NDA”) concerning pre-Order negotiations, the terms of this Order supersede the terms of such NDA with regard to all confidential information disclosed under the NDA, unless agreed otherwise by the parties in this Order.

14.2. Privacy and Data Protection. Supplier agrees that Buyer Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the PDPA located at www.cytiva.com/suppliers. If Supplier has access to Highly Confidential Information, Personal, Controlled or Sensitive Personal Data or to an Information System as defined in the PDPA, Supplier agrees to apply such additional safeguards and to grant Buyer such additional rights as are set out in the PDPA relating to such data. The capitalized terms set forth in this Section not otherwise defined in this Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby. Supplier agrees that Buyer Confidential Information constitutes Buyer Confidential Information and shall be subject to the PDPA. In addition, Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier’s representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the PDPA.

14.3. Publicity. Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer’s Products to any third party except as required by applicable Law without Buyer or its Affiliate’s prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

15. INDEMNIFICATION.

15.1. Intellectual Property Indemnity. Supplier warrants that all Products, including Embedded Software, provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any claims of any nature. Supplier shall indemnify, defend and hold Buyer, its Affiliates and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, the “**Indemnitees**”) harmless from any and all claims against Indemnitees alleging intellectual property infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any product, service, article or apparatus, or any part thereof constituting Products furnished under this Order, including Embedded Software, as well as any device or process necessarily resulting from the use thereof (the “**Indemnified IP**”), including the use, sale, importation, distribution, reproduction or licensing of such Indemnified IP, in foreseeable combinations with products or services not supplied by Supplier. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier’s expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys’ fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer’s consent, such consent not to be unreasonably withheld. If use of any Indemnified IP is enjoined, Supplier shall, at Buyer’s option and Supplier’s expense, either: (a) procure for Indemnitees the right to continue using such Indemnified IP; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified IP and/or halt such use of the Indemnified IP in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier’s expense.

15.2. General Indemnity. Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier’s expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier’s contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys’ fees or other costs Buyer incurs to enforce its rights hereunder.

15.3. Limitation of Liability. **IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

16. **INSURANCE**. For the duration of this Order and for a period of three (3) years from the date of delivery of the Products or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A- VII or S&P A or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of 5,000,000.00 EUR per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective

directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of 1,000,000.00 EUR combined single limit each occurrence; (c) Employers' Liability in the amount of 1,000,000.00 EUR each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee;" and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/Errors and Omission Liability insurance in the minimum amount of 3,000,000.00 EUR per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for three (3) years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements, or any other obligations set forth herein. The above-referenced insurance limits in subsections (a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Further, Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or goods with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) fifty percent (50%) or more of whose output from a specific location is purchased directly or indirectly by Buyer. In addition, Supplier shall obtain for Buyer, unless advised to the contrary in writing, written acknowledgement by such assignee or Subcontractor to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third-party designee as requested by Buyer. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

18. COMPLIANCE WITH BUYER POLICIES. Supplier acknowledges that it has read and understands the *Integrity Guide for Suppliers, Contractors and Consultants* (the "Guide") and which is located at www.cytiva.com/suppliers. Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including, without limitation, the Guide, the Global Packaging Requirements and the Supplier Transportation Guidelines, from time-to-time.

19. COMPLIANCE WITH LAWS.

19.1. General. Supplier represents, warrants, certifies and covenants ("Covenants") that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, the "Law(s)") and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device laws, including applicable regulations promulgated by the U.S. Food and Drug Administration (FDA), the U.S. Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820, and any other relevant state and federal Laws and any comparable international Laws in countries where the Products are sold.

19.2. Environment, Health and Safety.

(a) **General.** Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(b) **Material Content and Labeling.** Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Notwithstanding the foregoing, Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term "hazardous material" as used in this Order means any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law. To ensure that Buyer may utilize the Products in compliance with applicable Laws, such

as Regulation 1907/2006/EC (“REACH”) and EU Directive 2011/65/EU (“**RoHS Directive**”), Supplier shall: (i) comply with Buyer’s REACH Guidance for Suppliers 5396068GSP and RoHS Requirements for Suppliers of Buyer Part and Assemblies 5240305GSP. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Product(s) and stop shipping non-compliant Product(s).

19.3. Subcontractor Flow-downs for U.S. Government Contracts. Where the Products being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the *Government Acquisition of Commercial Items Appendix*, which may be updated or modified by Buyer from time to time and which is located at www.cytiva.com/suppliers, shall apply to this Order. Supplier acknowledges it has reviewed such Appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government. Supplier agrees to comply with the requirements of section 27 of the “Office of Federal Procurement Policy Act” (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Buyer for any costs and liabilities incurred by Buyer as a result of violations of the act or regulations by Supplier or its Subcontractors.

19.4. Import & Export Compliance.

(a) General. Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. In the event that Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

(b) Trade Restrictions.

(i) Supplier Covenants that it shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a “State Sponsor of Terrorism” or “SST” by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the “Specifically Designated Nationals and Blocked Persons” list maintained by the U.S. Department of Treasury. This clause shall apply regardless of the legality of such a transaction under local Law.

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, which currently includes, Cuba, North Korea and the disputed region of Crimea.

(c) Trade Remedy Laws. Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an “escape clause”, under the Law of any countries to which the Products may be exported. In the event that any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) International Shipments. If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial invoice. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; Order number; Order line item; release number where applicable; part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; Incoterm and named location; and country of origin of the Products. Furthermore, all Products in any way provided by Buyer to Supplier for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(e) Shipping/Documentation Requirements. With each shipment, Supplier shall provide: (i) a packing list containing all information specified in Section 3.3 above, (ii) a commercial or pro forma invoice and (iii) all required security-related information needed for the import of the Products. The commercial/pro forma invoice shall include: contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; Buyer’s order number; order line item; part number; release number (in the case of a “blanket order”); detailed description of the merchandise; quantity; unit purchase price in the currency of the transaction; Incoterms® 2010 used in the transaction; the named place of delivery; and both (1) “country of origin” of the Products (including without limitation, certifications of origin for Products qualifying for NAFTA preferential duty provisions, as applicable) and (2) customs tariff numbers of the country of consignment, as each are determined under customs law; and the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain United States components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer’s request. In addition, Supplier shall provide, in a timely, complete and accurate manner, to Buyer or Buyer’s designated agent, all data required to enable Buyer’s compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149 (the “**ISF Rule**”) for all of Supplier’s ocean shipments of Products to Buyer destined for or passing through a United States port, including without limitation, the timely, complete and accurate provision of the ISF-10 Elements thereunder.

(f) Preferential Trade Agreements/Duty Drawback. If Products shall be delivered to a destination country having a trade preferential or customs union agreement (“**Trade Agreement**”) with Supplier’s country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer’s benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer’s request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer’s judgment, Supplier shall cooperate with Buyer’s efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer’s benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier’s inaccurate documentation or untimely cooperation.

19.5. Subcontractor Flow-down. Supplier Covenants that it has included requirements substantially similar to the covenants in this Order in all sub-contracts it enters into related to the fulfillment of this Order.

19.6. Anti-Bribery.

(a) Supplier shall: (i) comply with all applicable Laws relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”); (ii) comply with the Guide and such other policies relating to ethics, anti-bribery and anti-corruption as Buyer may provide to Supplier and update from time to time (the “**Relevant Policies**”); (iii) not do, or omit to do, any act that will cause or lead the Buyer to be in breach of any of the Relevant Requirements or Relevant Policies; (iv) have and shall maintain in place throughout the term of this Order their own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will comply with them where appropriate; and (v) promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Order.

(b) Supplier shall ensure that any person associated with the Supplier who is performing services or providing Products in connection with this Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this Section 19.6 (“**Relevant Terms**”). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms

20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

20.1. Business Continuity Planning. Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan (“**BCP**”), and upon Buyer’s or its designated third party’s request, Supplier shall provide a written BCP that outlines Supplier’s internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier’s Subcontractors are unable to provide Products or Parts to Buyer. Supplier’s BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products and Parts as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier’s supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier’s continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products and Parts to the extent the implementation of such changes in Supplier’s BCP could cause a disruption in supply.

20.2. Supply Chain Security. Supplier shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism (“**C-TPAT**”) program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union (“**EU AEO**”) and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, “**SAFE Framework Programs**”) and implement appropriate procedures pursuant to such plan (the “**Security Plan**”). All costs associated with development and implementation of Supplier’s Security Plan and supply chain security compliance shall be borne by the Supplier. Supplier shall: (a) communicate such SAFE Framework Programs recommendations to its Subcontractors and transportation providers (“**Sub-tiers**”); (b) condition its relationship with those entities upon their implementation of a Security Plan; and (c) upon request of Buyer, Supplier shall certify to Buyer in writing that its Sub-tiers’ Security Plans comply with all applicable SAFE Framework Programs. In addition to the above requirements, Supplier:

(a) represents and warrants that if it is eligible to be Program certified it will be a member, it complies with the requirements of the Program as applicable and has such procedures that will include those modifications prescribed from time-to-time by the CBP or Buyer. In the event Supplier is ineligible to be Program certified, Supplier agrees to develop and implement a plan to enhance security procedures in accordance with the recommendations to meet C-TPAT Minimum Security Criteria (including, but not limited to, GPS tracking, cellular contact, and detection capabilities), AEO, PIP or similar programs.

(b) shall identify an individual contact responsible for Supplier’s facility, personnel and shipment security measures and provide such individual’s name, title, address, email address and telephone and fax numbers, upon request by Buyer;

(c) will place and seal on all truckload shipments (whether Full Truck Load (FTL) or Full Container Load (FCL)) with an ISO 17712 seal properly applied. Supplier agrees to purchase, as well as maintain a log of) ISO 17712 seals for tracking purposes and maintain on file the current and applicable ISO Seal Certification issued within the past 2 years.

(d) inform Buyer of its C-TPAT, AEO, PIP or similar program membership status, and if Program certified, inform Buyer of its SVI number or membership number, as well as such other information as Buyer may require and immediately inform Buyer of any changes to its Program certification status.

21. GOVERNING LAW AND DISPUTE RESOLUTION.

21.1. Governing Law. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of England and Wales, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.2. Dispute Resolution. Any dispute, controversy, or claim relating to this Order (a “**Dispute**”) will be resolved first through good faith negotiations between the parties. If the Dispute cannot be resolved through good faith negotiation, then the parties agree to submit the Dispute to mediation. The requirement of mediation and negotiation may be waived upon mutual agreement of Buyer and Supplier. If the Dispute is not otherwise resolved through negotiation or mediation within a reasonable time period (such time period not to exceed seventy-five (75) days), either party may, but is not required to, submit the Dispute to binding arbitration in accordance with the Rules of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this Section. The tribunal shall consist of one arbitrator, and the seat of the arbitration shall be in London, England. The language of the arbitration shall be English. The cost of the arbitration (including the fees and expenses of the arbitrator(s)) will be shared equally by the Parties; provided, however, that each Party will pay its own attorney’s fees. The arbitrator(s) will have the authority to apportion liability between the Parties but will not have the authority to award any damages or remedies not available under, or in excess of, the express terms of this Order. The arbitration award will be presented to the Parties in writing, and upon the request of either Party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Regarding any action for breach of confidentiality or intellectual property obligations, nothing in this Section shall preclude either Party from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction. Any such request by a Party of a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

22. **ELECTRONIC COMMERCE.** Supplier agrees to participate in Buyer’s current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed (a) “written” and a “writing”; (b) “signed” (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that a “statute of frauds” or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content.

23. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE RELATED PROVISIONS.

23.1. Independent Contractor. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier’s Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the project to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer’s sole judgment, lack such knowledge, training or ability. Supplier’s personnel are not authorized to enter into any agreements or to make any commitments, financial or otherwise, on behalf of Buyer.

23.2. Work on Buyer’s and Buyer Customer Premises. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer’s or its customer’s premises, location, facility or work site (each a “**Buyer Site**”), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel’s, compliance with all of the foregoing. When Supplier’s personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer’s customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

23.3. Background Checks. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *Background Checking Guidelines* located at www.cytiva.com/suppliers prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, “stationing” shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as “security sensitive,” even though the work responsibilities, if performed in another context, would not be security sensitive.

23.4. Drug Testing. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel,

(a) Supplier represents and warrants that all of its personnel who will perform work under this Order at a Buyer Site have been tested and are free from illegal drugs. The term “illegal drugs” does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the Personnel from performing competent and safe work.

OR (to be used in circumstances where Supplier does not have the right to conduct routine drug testing):

(b) Supplier represents and warrants that it will use reasonable endeavors to ensure that all of its personnel who will perform work under this Order at a Buyer Site are free from illegal drugs. In the event Supplier has reason to suspect that any of its personnel performing work under this Order at a Buyer Site are not free of illegal drugs, Supplier agrees to take immediate steps to remove such personnel from the Buyer Site and ensure that the personnel does not continue to perform work under this Order. The term “illegal drugs” does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated by reference, is intended as a complete, exclusive and final expression of the parties’ agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party’s failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce each and every such provision. Buyer’s rights and remedies in this Order are in addition to any other rights and remedies provided by law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term “including” shall mean and be construed as “including, but not limited to” or “including, without limitation”, unless expressly stated to the contrary. The invalidity, in whole or in part, of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Further, the parties agree to give any such section or paragraph deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations contained in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including without limitation successors by merger) and permitted assigns including, Sections 2.2(c), 2.3, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19, 21, 22 and 24.