

Standard Terms of Purchase

1. Overview

These clauses and requirements, any clause in a document that cites these clauses and requirements, appendices to this type of document, and any samples, blueprints, or specifications mentioned in it, collectively constitutes a “purchase order”. The purchase order should be considered a contract by us to you to purchase the products and services (referred to below as “products”) ordered. Prior to your acceptance of this purchase order, we have the right to cancel the contract at any time. As soon as the purchase order is accepted, you agree to sell and deliver the products to us according to the purchase order. If you issue a copy of a written confirmation to us, deliver any products that have been ordered, or begin working on the manufacture of products specifically for us, this is considered your acceptance of our contract.

We hereto oppose and refuse to accept the stipulated content of any confirmation letter, purchase order, or invoice that does not conform to or exceeds the purchase order. The purchase order is the complete and only contract concluded between our two parties regarding products, and it can only be revised in writing following the joint signatures of our authorized representative and you. No previous proposal, quoted price, statement, forecast, business deal, or commercial practice shall be considered a component of the contract between us.

2. Business Clauses

2.1 Price. With the exception of the permitted conditions for a “change” as indicated below, the product price may not be increased. Price comprises the net weight of materials, packaging, and labeling, and no additional charges (including shipping containers, insurance, packaging, packaging implements, storage, freight, or transport costs, interest, service fees, etc.) are allowed. Unless prohibited by law, you shall list the complete taxes and fees imposed for the sale of the products on the invoice.

2.2 Changes. All ordered quantities are estimated quantities, and amendments can be made according to changes in our requirements. We can change the product specifications, blueprints, design, delivery date, shipment instructions, or other clauses of the purchase order at any time. These types of changes shall be confirmed with the written signature of our authorized representative. Within two (2) days of receiving our notification, you must notify us whether these changes will affect the price or delivery date. If so, you must notify us of the degree of the effect within five (5) days.

2.3 Transport. Unless otherwise stipulated or already clearly included in the price, you

agree to send the goods to us via the carrier we have stipulated. The transport costs shall be collected directly from us by the carrier. Unless agreed to in writing by us, we will not pay any additional transport fees. You can list separately on the invoice any other fees not collected from us or not agreed to by us. If you use a method or carrier not first agreed to by us to transport the goods, then you shall be responsible for paying any increased shipping fees that are incurred as a result. When you are handling rail or truck transport, the delivery will be according to the minimum permitted estimate, and the value of the transported goods will not be reported.

2.4 Ownership and loss risk. Ownership and loss risk shall be transferred to us after the duty on the products has been paid and when they are delivered to the location designated in the purchase order (DDP, International Rules for the Interpretation of Trade Terms 2000) unless otherwise specified in the purchase order.

2.5 Shipping. You agree to arrange for shipping according to the quantity and date specified in the purchase order. Unless otherwise indicated, the date is essential. In the event that the goods are not shipped according to the date and quantity specified in the purchase order, or, under applicable circumstances, the purchase order goods are shipped without having obtained approval or having made advance shipping notification, we can (1) return to you part or all of the shipped goods at your risk and expense, including but not limited to warehouse storage or freight fees; (2) purchase substitute products in their place, and all resulting damages shall be borne by you; or (3) instruct you to urgently ship goods to make up for the deficiency or exchange the goods, and the difference in price between the urgent shipping route and the purchase order route shall be paid by you; or (4) record the manpower costs incurred by putting the materials in storage to be imported to Oracle or our similar procedure on your account. You agree that, when you have reason to believe that certain products cannot be delivered according to the purchase order, or the shipping of certain batches of goods cannot be carried out according to plan, you will notify us immediately.

2.6 Packing list. Each shipment shall have a packing list attached to it which includes the purchase order number, item number, version number, product instructions, unit of measure, quantity shipped, date shipped, place of origin, product weight, and any other information requested by us or required by law.

2.7 Inspection and refusal to accept. All products delivered by you to us shall conform to the clauses and requirements in the purchase order. All accepted products shall be signed for acceptance or refused by us prior to the expiration of the “inspection period”.

We can refuse to accept any entire purchase order based on reasonable product sampling tests. The “inspection period” refers to a reasonable period of time after the delivery of any products to carry out inspection, installation, testing, or a trial run, and this period shall not be less than thirty (30) days under any circumstances. Full or partial of payments we have made under the purchase order before the expiration of the “inspection period” do not constitute acceptance of the purchase order itself; similarly, the aforementioned payments do not exempt you from bearing responsibility for any items not conforming to the agreement. You agree to provide and maintain an examination and work flow control system related to the product manufacture that is acceptable to us, and you agree to continue to maintain the complete inspection task and work flow control task records for 10 years after the products have been delivered.

2.8 Quality assurance. You shall apply for, maintain, and prove conformance with ISO quality certification systems or other similar standards in order to ensure that the products and/or services provided are in conformance with the quality agreed upon by both parties.

2.9 Invoicing. Your invoices shall include the purchase order number, product number, invoice quantity, unit of measure, unit price, total invoice amount, your complete information and telephone number, remittance address, and any other items required by law or items required by us from time to time. If we require, your invoice shall also include the place of origin of the goods and the applicable uniform tariff number.

2.10 Payment. Within one hundred twenty (120) days (unless otherwise stated on the face of a purchase order or restricted by applicable law) of receiving all of the goods as agreed in the contract, we shall pay the accurate invoice amount in full. If this deadline is not in keeping with related laws, then it will not be applicable. In such a case, the deadline will be adjusted to a length of time in keeping with said law. The full payment for goods of the purchase order paid by us will be in the currency of the location of the Buyer, unless both parties agree otherwise. We will not pay any late payment penalties, interest, or expenses caused by late delivery in excess of what is stipulated by the law.

2.11 Cancellation. We can at any time use any sum of money that we should pay to you to offset any equivalent amount owed to us by you or any enterprise linked to you. We can offset by exercising authority, no matter whether the legal requirements for carrying out cancellation are satisfied.

2.12 Guarantee. You declare and guarantee that the product (1) is owned by you and without any liens, claims, or debt burden restrictions; (2) strictly meets all of the

express or implicit specifications, blueprints, plans, instructions, samples, or other directions; (3) meets and is sufficient to satisfy the objectives sought for the production and sale of the product; if you know (or have reason to know) the specific purposes for our or our customer's use of the product, then you should ensure that the product conforms to these specific purposes; (4) has not been used and is suitable for sale; and (5) does not have any potential or other characteristic flaws in the areas of design, materials, and technology. You declare and guarantee that neither the product itself nor the use of the product violates any third party patents, copyrights, trade secrets, or any other property rights. You declare and guarantee that all services you provide shall be carried out in an appropriate manner and conform to the objectives known by you (or have reason to know) sought by us or by our customer in using these services. You promise that the abovementioned guarantee (x) will still be effective the products have after undergone our and our customer's inspection, acceptance, and usage; (y) is made in the interest of us and our successors, assignees, customers, and the users of our products; and (z) is provided for us as we may otherwise agree, or other guarantees stipulated by law and additional remedies. You agree to provide (and execute) to our customers and to us any guarantees obtained from your suppliers. If you have violated the content of the promise in this guarantee clause, we will have the right to choose to require you to re-implement it quickly, or switch the method of implementation, or replace any products that are not in keeping with the agreement, and pay related expenses, or return the payments we have made and compensate us based on the stipulations of applicable laws for injury and losses incurred to us because you did not implement the guarantee as agreed. Any claims based on said guarantee that we put forward shall be put forward to you within two years of delivery of the goods.

2.13 Compensation. You agree to plead no contest and give compensation to us and our customer for any and all claims (including, but not limited to, damage claims for intellectual property rights, contract violations, personal injuries and deaths, or property damage, or any other infringement), responsibilities, losses (no matter whether direct or indirect, accidental or secondary), and expenses (including lawsuit expenses and attorney's fees) that are the result of your violation of any of the clauses of the agreement, declarations, or guarantees, or related to your violation of any agreement clauses, declarations, or guarantees, or any and all claims due to any action or inaction by your or your representative, employee, or subcontractor. In addition, you agree to hold us and our customer harmless. We will notify you regarding any of this type of claim, lawsuit,

or legal procedure, and we will assist you (you are responsible for fees) in making the plea. This compensation will not affect any other positions or rights that we may possess, no matter whether these positions or rights are based on said condition or clause, law, or otherwise.

2.14 Packaging and labeling. You shall be responsible for product safety guarantees and the costs accompanying appropriate packaging. In addition, you shall promise to abide by all packaging, labeling, and product transport laws and regulations for each country in which the products are manufactured, from which they are sent out, through which they pass through, and to which they are delivered.

3. Termination

3.1 Termination without cause. If we deem it necessary, we can terminate all or part of a purchase order at any time with ten (10) days' advance notification in writing without any reason. In this case, you shall immediately stop all work and terminate all orders and contracts. We are only responsible for compensating you for reasonable actual costs incurred due to termination that cannot be avoided or alleviated (such as costs for purchasing materials and labor costs incurred prior to the termination notice). You shall notify us in writing of the abovementioned costs within thirty (30) days of the termination. We shall be responsible only for assuming the abovementioned responsibility for termination without cause.

3.2 Termination with cause. If you violate the agreement, we have the right to issue a notification to you to terminate all or any part of the purchase order without having to assume any responsibility to you. Occurrence of the following situations constitutes your violation of the agreement: (1) You are unable to honor the agreement in accordance with the time limit specified in the purchase order; (2) You are unable to make progress so that it affects execution of the purchase order; (3) You are unable to abide by the appropriate laws and regulations for engaging in business activities; (4) You are unable to abide by the Buyer integrity policy described in this agreement or abide by legal requirements. If you violate the agreement and are unable to rectify the violation within ten (10) days (or by any longer deadline authorized by us in writing) of receiving our written notice of the violation, then we can terminate the purchase order. In addition, if you believe that any statement, guarantee, evidence, or promise made by us is not true, we have the right to terminate the purchase order immediately without giving you any compensation. If we sustain any damages due to your untrue statement, guarantee, evidence, or violating promise, then you shall compensate us. The following situations also constitute violation

of the agreement: You are unable to fulfill your responsibility to make payments on time; you are involved in any judicial procedures under bankruptcy law or liquidation law; you are designated as a property receiver; or you make a transfer for the benefit of a creditor. If a purchase order is terminated because you have violated the contract, if the violation does not affect any other legally just rescue methods to which we are entitled, we have the right to: (a) refuse to accept part or full delivery of the goods; (b) return any products to you that we have already accepted but have not used and require that you return corresponding product costs that have paid to you (and our freight, storage, and other fees); (c) require that you return any pre-payments we have made to you for goods that have not been delivered or have been returned; (d) your assumption of responsibility for damages incurred as a result of substitute goods purchased from other channels, including but not limited to, secondary or resulting damages incurred as a result of your violation of the contract; and (e) to obtain ownership of any partial work results completed based on the purchase order but not delivered and to have this portion of work results.

4. Compliance

4.1 Applicable laws. You declare and guarantee that implementation of this purchase order will comply with all applicable laws, ordinances, regulations, rules, and, on this basis, all agreement stipulations and industry standards for each or all manufacturing locations, usage locations, dispatch locations, your location of implementation, all related manufacturing locations, labeling locations, transport locations, import locations, export locations, permit locations, approval locations, or any other product approval locations, including but not limited to any regulations prohibiting bribes or similar payment activities, as well as regulations related to environmental protection, imports and exports, man-hours and employee conditions, occupational health care and safety, support of property rights, nuclear radiation, permit requirements, food and drug requirements, discrimination, sexual harassment, immigration, choice of subcontractors, health and safety, toxic substances, harmful substances, and electric or electronic equipment.

4.2 Ethical purchasing. You declare and guarantee that (1) you and your suppliers will not use child labor, forced prison labor, use manpower that has not reached the minimum working age in the country of manufacture, or use manpower in violation of the minimum wage standard, work time limit, and overtime limit within the scope of the legal administrative region of the country of manufacture or service supply country of the

purchase order.

4.3 Safety measures. You agree to understand and use appropriate industry standard safety measures that are consistent with the United States Customs and Trade Plan Against Terrorism (C-TPAT), the European Union Authorized Economic Operator (AEO), and any other similarly acknowledged plans. You further agree that, if qualifications allow, you will promptly make an effort to become a member of C-TPAT or any similar European Union or other organization that strives to strengthen and develop safety of supply links.

4.4 Imports and exports. You declare and guarantee that you will abide by laws and regulations related import and export matters. You will obtain all required approvals and permissions appropriate to executing the obligations in the purchase order and, in addition, you shall provide photocopies of the abovementioned approvals and permissions to us upon our request. If the products include American components, you shall, according to our request, provide the percentage of the value of the American components as a portion of the total product price as well as the details of the components. In addition, you shall also provide the ECCN number of the product or any other information requested by us within reason.

4.5 Place of origin. You will mark the product's place of origin on each product and any product packaging, labels, and invoices there may be in accordance with appropriate trade and customs laws, including, but not limited to, the product place of origin certificate and any other applicable customs duty ex gratia clauses in accordance with the standards of the European Free Trade Association.

4.6 “Directive on Waste Electronic and Electrical Equipment” (WEEE), “Restriction of Hazardous Substances Directive” (RoHS), “Registration, Evaluation, and Authorization of Chemicals” (REACH), batteries, and other equivalent directives. You must provide a written list of products containing the following substances: lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), and any other dangerous substances in the January 27, 2003 revised version of “EU Directive 2002/95/EC” (aka “RoHS Directive”) and any clauses revised thereafter, or any other equivalent statutes and regulations. You declare, guarantee, and confirm that (1) unless a product is clearly listed in a separate file acting as the purchase order, there are no products that are designated electronic or electrical products under “WEEE” or any other equivalent regulations; (2) there are no products containing arsenic, asbestos, benzene,

polychlorinated biphenyl (PCBs), carbon tetrachloride, or any other chemical substance destructive to the ozone layer restricted for use in the “Montreal Protocol”; (3) all batteries and accumulators used in the products are in compliance with the standards of the “EU Directive 2006/66/EC”; (4) all products shall comply with the regulation requirements and specifications. Under the premise of not infringing on the aforementioned general principles, you will provide related information and files to us, and, when necessary, provide assistance with registration, evaluation, authorization, and restriction stipulations so that we can comply with chemical substance 1907/2006/EC, and execute all of the related tasks based on the abovementioned regulations. On the basis of not affecting the supply stipulations of any other related products, if you wish to terminate supply of products to us for any reason, you must notify us at least six (6) months in advance.

4.7 Product compliance. When involving related content, you shall declare and guarantee that all of the products and their production shall comply with the applicable drug and medical equipment-related laws and regulations of the country in which the product is sold as well as any government and environmental protection-related laws and regulations.

4.8 Product changes. If any changes to the production materials and the production process that you propose may affect our equipment form, function, reliability, applicability, performance, reciprocity, compliance, safety, or the interface of our equipment, then you must submit to us in writing the details of the intended changes in order to request approval. This change notification must at a minimum include the number of the part that may be affected, the change execution date, the assembly sequence number of the change, the reason for the change, and the specific date of the change. The change notification must be submitted to us at least six months in advance of the proposed execution of the change. Afterwards, we will notify you within fifteen (15) days whether we accept the change or we require you to provide samples for evaluation.

4.9 Environment quality. You declare and guarantee that (1) you will take appropriate actions to provide a safe and healthy workplace and that you will protect the local environmental quality in all activities; (2) the chemical substances of every type of component or goods containing chemical substances that is sold or transferred to Buyer by any other means will be clearly listed and will comply with and receive the following supervision: (a) environmental protection bureau personnel in

accordance

with the “Toxic Substances Control Act” (15 USC Section 2601, etc.) and related amendments; (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of New Chemical Substances (ELINCS); (c) we will notify you of any other similar lists of possible shipment location laws.

4.10 Hazardous materials. You agree to inspect the goods prior to shipment to see whether they belong to the hazardous substances stipulated in the possible shipment locations for hazardous materials transport ordinances or any other related regulations about which we have notified you. During transport of the goods, the goods must comply with the transport method standards in the United Nations Declaration of Hazardous Materials Classification, Packaging, Labeling, and Risks.

4.11 You further declare and guarantee that you will adopt effective measures to ensure that the operations engaged in by the suppliers providing the related products and services in the purchase order are in full compliance with the aforementioned declarations and guarantees.

4.12 When requested by us, you must at any time provide the certificates required by applicable laws and regulations, or at any time update any declarations, guarantees, confirmations, or promises in the purchase order, and the form and content of these certificates must be satisfactory to us.

4.13 Flow-downs for U.S. Government Contracts Where the products being procured by us from you 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 us from time to time and which is located at www.cytiva.com/suppliers, shall apply to our purchase order. You acknowledge you have reviewed such Appendix and agree to comply with such terms if applicable and you represent, warrant and covenant that you have 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. You agree 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 agree to indemnify us for any costs and liabilities incurred by us as a result of violations of the act or regulations by you or your subcontractors.

4.14 Product Cybersecurity You agree that all products supplied under our purchase orders that include executable binary code shall comply with the terms and conditions of the product Cybersecurity Appendix located at www.cytiva.com/suppliers.

5. Protection of Personal Data

You agree that Buyer Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the *Privacy and Data Protection Appendix* (“PDPA”) located at www.cytiva.com/suppliers. If you have access to Buyer Highly Confidential Information, Personal, Controlled or Sensitive Personal Data or to a Buyer Information System as defined in the PDPA, you agree to apply such additional safeguards and to grant us 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 our purchase 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. You agree that our confidential information constitutes Buyer Confidential Information and shall be subject to the PDPA. In addition, you understand and agree that we may require you to provide certain personal information of your representatives to facilitate the performance of our purchase order, and that information shall be processed and maintained by us as set forth in the PDPA.

6. Crisis Management

6.1 Communications. You must maintain the ability to contact us 24 hours a day, 7 days a week so that we can respond to and control emergency situations that can threaten or cut off the supply chain.

6.2 Business contingency plan. In response to our request, you must share with us the business contingency plan that you have formulated describing your internal contingency arrangements to guarantee that our supply will remain uninterrupted in the event that you or your suppliers are unable to supply products or product components to us.

7. Other Clauses

7.1 Our property. All implements, molds, photographic plates, patterns, blueprints, plans, data, manufacturing aids, tests, or other equipment or materials, inventions, technology, trade secrets, proprietary technical skills, all replicas and fittings, or any other proprietary information, as well as all property rights embodied in the abovementioned items that we have provided to you or have been developed by us at our cost, or that we have obtained or have been completed under our direction (this type of activity is considered a commission) are our property. All of the abovementioned property shall be differentiated from your property and clearly labeled as the property of the Buyer

and appropriately kept separate. You promise not to use any other property to exchange for our property and not to use this property other than for execution of the purchase order and with our authorization. You also promise to take out insurance on all tangible assets, and the insurance amount is the full replacement cost. Tangible asset risk shall be assumed by you and should be returned in accordance with our written requirements (under these circumstances, you will assume the costs to return the property to us in the same condition in which it was originally received aside from reasonable wear and tear).

7.2 Your information. Unless otherwise stipulated by another written agreement, any intelligence and information that you divulge to us will not be considered confidential information, and we have the right to use it without any restriction. You promise that we have the right to use and depend on information given to us by you, and you guarantee to compensate us and hold us harmless for all losses and damages sustained because this information is inaccurate.

7.3 Our information. You agree to keep any data and information provided to you by us strictly confidential (our “confidential information”). Our confidential information also includes Buyer Confidential Information as defined in the Privacy and Data Protection Appendix (“PDPA”) located at www.cytiva.com/suppliers. Except for the purposes of the purchase order, you will not directly or indirectly divulge or use this data and information for any other purpose. Upon completion of the work, termination of the purchase order, or upon our request, you will take responsibility for the costs to return all of the abovementioned data and information to us. However, contrary to what is stated above, but *subject to Section 5* (Protection of Personal Data), you, your employees, or any other agents can divulge the tax treatment, tax structure, and any information regarding the tax treatment and tax structure of the transaction (including opinions and other tax analysis) that we have provided to you to anyone without restriction.

7.4 Health and safety. When your employees, agents, and representatives visit our location, they must abide by the corresponding safety rules. You guarantee that you will notify us in writing of all potential dangers that you are familiar with or should be familiar with within reason regarding product transport, operations, usage, and/or equipment operation prior to product delivery and/or equipment operation. You are responsible for guaranteeing that can-type containers or other transport equipment has be carefully cleaned prior to shipment of goods.

7.5 Right to audit. As we require, you will allow us to audit any documents you hold as a

result of administering this purchase order or in accordance with other applicable legal requirements. In addition, you will allow us to photocopy these documents, and the cost of photocopying these documents shall be borne by you. When requested by us, you shall also permit our personnel to enter within reason the workplace where the duties under the purchase order are being performed so that they may inspect (1) work quality, (2) compliance with our specifications, and (3) compliance with your declarations, guarantees, and promises under the purchase order.

7.6 Intellectual property rights. Unless we explicitly agree, none of the rights of our patents, copyrights, trade secrets, or any other property rights are not granted to you. You may not use or apply the intellectual property rights of others in the products without written permission. Unless you provide compensation for the related property rights, if a court of law prohibits use of a certain product or any of its parts, you shall, based on our choice, assume responsibility for the costs for us to obtain the

right to continue using of the product or part, or use a certain similar non-violating product in place of said product or part; or, withdraw the product, return the payment, and compensate us for any related costs that result.

7.7 Trademarks. The names and trademarks of each party are the sole possession and exclusive property of each party. If you use our trademark on any product or the rights to a product are solely ours, then this type of product cannot use your name or trademark, nor can it be sold to any other party.

7.8 Promotion. Without our prior written consent, you may not claim or publicize in an advertisement products or services that we have contracted to purchase from you, you may not divulge information related to the purchase order, and you may not use our name or trademark or the name or trademark of any of our affiliated businesses or customers.

7.9 Working at our location. If you work at our location or the location of our customer, you shall comply with any applicable on-site rules and regulations. You shall compensate us and our customer for any claims that are the result of actions or inactions by you, your agents, your customers, or your subcontractors while working our site or the sites of our customers, unless the claim for compensation is wholly and directly the result of us or our customer.

7.10 Insurance. You agree to take out public liability insurance (including, but not limited to worker's compensation insurance, employer's liability insurance, total liability insurance, and property loss insurance), and the insurance amount shall be sufficient to protect our interests in the event that the purchase order leads to any liability, and, if we

require, you shall provide us with proof of the transaction for this type of insurance.

7.11 Applicable law and methods for resolution of disputes. The substantive law and principles of the laws for the removal of conflicts of the country in which the buyer is located shall apply to this agreement, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any disputes, conflicts, or damage claims related to the purchase order (referred to below as “disputes”) shall first be resolved through amicable discussion of the two parties. If the two parties cannot come to a resolution within 45 days, then either party may bring a lawsuit in the appropriate court of law of the country in which buyer is engaging in the purchase of goods and eliminate any other judicial and arbitration administration. With regard to any activity violating confidentiality obligations or actions infringing on intellectual property rights, however, this section does not eliminate equitable relief for either party seeking the methods of temporary injunction or preliminary injunction.

7.12 Scope of loss compensation. Under any circumstances, we do not have to compensate you for any unusual, secondary, indirect, punitive, or consequential loss that occurs as a result of the purchase order or is related to the purchase order (including, but not limited to, profit and business losses), no matter whether the type of loss is on account of violation of the contract, infringement (including negligent behavior), product liability, or any other reason, and no matter whether we were notified in advance of the possibility of this type of loss.

7.13 Emergency relief. The rights and emergency relief stipulated in the purchase order are cumulative and are in addition to all other legal or legal or equitable rights and emergency relief.

7.14 Abandonment and failure. Any abandonment claim for damages or other rights as a result of violation of the contract must be subject to the signed document of the aggrieved party. Any clause that does enforce the purchase order does not constitute abandonment of the rights of this clause or any other clause or enforcement of this clause. Failure of all or part of any clause of the purchase order will not affect the effectiveness of the remaining clauses.

7.15 Transfer. Without our prior written consent, you may not transfer any of the rights of the purchase order or delegate any of the responsibilities under the purchase order. Any transfer or delegation that you have already completed is invalid.

7.16 Independent contractors. Both parties of this agreement are independent contractors. No partnership, joint venture, or any other similar type of relationship

exists between the two parties, and neither of the parties shall under any circumstances be considered as the agent for the other party. With regard to payments or compensation proposed by your employees, contractors, and subcontractors, or payments or compensation we generate because for certain reasons we have become their employer or joint employer, including any assertion regarding taxation and related penalties, you shall pay compensation and ensure that we are protected from infringement.

7.17 Titles. The titles of the clauses and requirements are only for convenience and may not be used to interpret the clauses and requirements.

7.18 Force majeure. Inability to perform the agreement or delayed performance of the agreement due to the unpredictable incidents listed below may be exempt or allowed delayed performance: (1) Unknown incidents exceeding the reasonable scope of control, in which the bearer is not at fault; (2) Occurrence of an incident that was unable to be predicted by a certain party at the time the contract was concluded; (3) A certain party adopted reasonable measures but was still unable to avoid occurrence of the incident, and we alerted you of this delay (including the predicted duration of the delay) by written notification within ten (10) days of the occurrence of the incident. The abovementioned incidents include, but are not limited to, war, riots, fire, explosions, flood, armed rebellion, embargoes, restriction on exchange of goods, insufficient ability to transport, shortage of commonly used materials, and intervention of ordinances, bans, and national authority. In the event that you encounter one of the abovementioned incidents are delayed in the performance of or unable to perform the agreement, we can request or substitute items through one or more other avenues, and, in this situation, we may appropriately reduce the quantity of the product that we require from you. However, if the duration of the delay is more than thirty (30) days, or you cannot give a full guarantee even though the delay is less than thirty (30) days, we may terminate the purchase order, and you must promptly return all prepayments.

7.19 Labor and supply problems that are not forces majeure. In this situation, the affected party must make every effort to help relieve or reduce the effect of the event and diligently perform the corresponding commitments under the agreement in as short a time as possible. However, this requirement does not compel either party to assume responsibility to settle the strike or other labor dispute unless the party itself deems the opportunity appropriate.

7.20 Integrity. You acknowledge that you have read and understand the *Integrity Guide*

for Suppliers, Contractors and Consultants (“**Guide**”) located at www.cytiva.com/suppliers. You agree to fully comply with the Guide with regard to provision of the products and have reviewed (and/or will review, as appropriate) the Guide with all your subcontractors and personnel who will be performing activities in connection with the purchase orders, and you have instructed all such subcontractors and personnel to comply with the Guide. As an essential element of purchase orders, you shall remain solely responsible to take all necessary measures to ensure you, your subcontractors and personnel comply with the Guide.