

## **PURCHASE ORDER TERMS AND CONDITIONS – UK**

### **1. Definitions.**

“Abbott” means an Abbott entity identified on the Purchase Order.

“Affiliate” means, with respect to a Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party.

“Authority” means any (a) supranational, multinational, national, federal, provincial, territorial, regional, state, county, municipal, local or other governmental or public department, commission, council, central bank, court, arbitral body with legal jurisdiction, commission, board, tribunal, bureau, agency or instrumentality, (b) subdivision or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or tax authority under, or for the account of, any of these entities.

“Delivery Date” means the deadline, delivery or performance date for the Products in the Order Details or Supplemental Agreement.

“Goods” means any goods, deliverables, software as a product, and/or any other materials ordered by Purchaser from Seller pursuant to the Purchase Order.

“Intellectual Property” means patents, patent applications, trade secrets, know-how, proprietary information, discoveries, inventions (whether or not patentable), works of authorship, copyrights, trademarks, trade dress or other intellectual property rights recognized in any jurisdiction and owned, controlled by, or licensed to a person or entity.

“Laws” means (a) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international, (b) all judgments, orders, writs, injunctions, decisions, rulings and decrees of any Authority, (c) all policies, voluntary restraints, practices and guidelines of, or contracts with, any Authority which, although not actually having the force of law, are considered by such Authority as requiring compliance as if having the force of law, and (d) all industry guidelines, policies, codes of practice and standards relating to, or having jurisdiction over, any Product.

“Order Details” means any of the following details on the face of the Purchase Order: Product description, quantity, price, Delivery Date, Delivery Point (as defined in Section 13), delivery terms, and payment terms.

“Parties” means Purchaser and Seller, and “Party” means Purchaser or Seller, as applicable.

“Products” means Goods and/or Services, as applicable.

“Provided Items” means any material that Purchaser or its Affiliates may pay for, furnish, or cause to be furnished to Seller in connection with, or used in, the performance of the Purchase Order (including designs, Specifications, drawings, blueprints, supplies, equipment, molding, tools, spare parts, or other property).

“Purchase Order” means the applicable written or electronic purchase order for Products, including the Order Details and these Terms and Conditions.

“Purchaser” means Abbott or the Abbott Affiliate that issues the Purchase Order for Products.

“Purchaser Confidential Information” means (a) the existence and terms of any Purchase Order and (b) all information provided by Purchaser or its Affiliates to Seller in writing, orally, visually and/or in another form or any information seen or heard while on the premises of Purchaser or its Affiliates, including, information relating to products, customers, suppliers, data, processes, prototypes, samples, plans, marketing plans, reports, forecasts, technical, financial, commercial and personal information, research, research results, strategies, and other Intellectual Property.

“Seller” means the supplier or service provider to which Purchaser issues the Purchase Order.

“Services” means any services ordered by Purchaser from Seller pursuant to the Purchase Order.

“Specifications” means the applicable requirements, specifications and quality standards for the Products identified in the Purchase Order and/or Supplemental Agreement issued or approved by Purchaser as of the date of this Purchase Order.

“Supplemental Agreement” means any separate supply, services, quality or other written agreement signed by Purchaser and Seller governing the purchase of Products.

“Terms and Conditions” means these terms and conditions.

“Third Party” means any individual or entity other than either or both of the Parties and/or their Affiliates.

2. **Acceptance of Terms.** Purchaser’s order for Products is expressly conditioned upon Seller’s acceptance of the Purchase Order. If Seller ships or delivers any Goods or performs any Services, Seller will be deemed to have agreed to the Purchase Order. Seller shall keep Purchaser advised of the fulfillment of the Purchase Order, and provide Purchaser with appropriate reports as reasonably requested by Purchaser. With the exception of any Supplemental Agreement, other terms and conditions (including any terms and conditions unilaterally proposed by Seller) are hereby expressly rejected by Purchaser, and failure by Purchaser to object

to any other term or condition, and/or Purchaser's acceptance of any Products, shall not be deemed acceptance of Seller's terms or conditions. If the Purchase Order is not acceptable, **SELLER SHALL ADVISE PURCHASER IN WRITING** upon receipt of the Purchase Order.

3. **Order of Precedence.** In the event of a conflict between the Order Details and these Terms and Conditions, the Order Details will prevail. The rights and obligations under these Terms and Conditions will be complementary and additive to the rights and obligations under the Supplemental Agreement, provided that, in the event of a conflict between these Terms and Conditions and a Supplemental Agreement, the Supplemental Agreement will prevail; provided that if the Supplemental Agreement is a Quality Agreement it shall only prevail with respect to matters of quality.
4. **Cancellation.** Purchaser may at any time terminate, cancel or suspend all or any part of the Purchase Order without cause or for cause immediately upon written notice to Seller and without incurring any liability to Seller. Any such termination or cancellation shall not affect any rights or obligations that have previously accrued. Notwithstanding the foregoing, in the event Purchaser terminates or cancels the Purchase Order without cause, Purchaser will reimburse Seller for the expenses, if any, actually incurred by Seller prior to the date of such termination or cancellation in direct connection with fulfilling the Purchase Order, and that reimbursement will constitute the only remedy available to Seller for such terminated or cancelled Purchase Order; provided that the Seller's reimbursement request must be reasonable, not exceeding the ordered Products' price, and delivered to Purchaser in writing within ten (10) days of the termination or cancellation, along with evidence of the expenses actually incurred.
5. **Price.** The price for any Product must be equal to or less than the price indicated in the Order Details unless otherwise agreed to by Purchaser in writing. Prices shall cover all activities required to deliver the Goods or perform the Services, and Seller will furnish sufficient resources, including labor, material, and equipment, to meet the Delivery Date, at no additional charge to Purchaser.
6. **Payment Terms.** Purchaser will make undisputed payments for Products that meet all applicable requirements set forth in the Purchase Order and/or any Supplemental Agreement within ninety (90) days or the maximum period of time allowed by law (whichever is less), after the later of: (a) delivery of the Goods (in accordance with Section 13 (Delivery Terms)) or completion of performance of the Services identified in the Purchase Order and/or Supplemental Agreement; (b) receipt of a complete, detailed invoice; and (c) if Goods, receipt of appropriate shipping documents. Purchaser may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any Products, and the invoice will be adjusted for any errors, shortages and defects. Any

billing dispute will not be cause for Seller's non-delivery of Goods or non-performance of Services. Payment will be made in the currency specified in the Order Details and/or any Supplemental Agreement.

7. **Reimbursement of Expenses.** Any reimbursement of Seller's expenses must be agreed upon in advance in writing by Purchaser; any pre-approved travel expenses will be subject to Purchaser's travel guidelines.
8. **Setoff.** Purchaser may deduct any amount owed by Seller to Purchaser or its Affiliates from any amount payable by Purchaser or its Affiliates, whether or not related to this Purchase Order.
9. **Tax.** Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes that are imposed on that Party with respect to the transactions and payments under the Purchase Order. Seller may charge, and Purchaser will pay, applicable sales, use, value added and services taxes ("Indirect Taxes") that Seller is legally obligated to collect from Purchaser; provided, however, that Seller will not collect, and Purchaser will not pay to Seller, any Indirect Taxes for which Purchaser furnishes Seller with an exemption certificate or a direct payment certificate for which Purchaser may claim an available exemption from such Indirect Taxes. Notwithstanding any other language herein, where any payment payable by Purchaser to Seller pursuant to the Purchase Order is subject to any withholding or similar tax, Purchaser shall be entitled to pay the applicable withholding or similar tax to the appropriate Authority and deduct the amount paid from the amount due to Seller.
10. **Representations and Warranties.**
  - (a) Seller covenants, represents and warrants that:
    - (i) it will comply with (A) all applicable Laws, including those related to customs, anti-boycott, trade embargo, import/export control, immigration, privacy, labeling, environmental protection, hazardous materials, restricted substances, health, safety and labor, including child welfare, wage and hour, and similar applicable Laws; and (B) applicable policies while on Purchaser's or its Affiliates' premises;
    - (ii) it will obtain all permits, certificates, licenses and other approvals as necessary in connection with its sale of Goods or performance of Services;
    - (iii) the Goods (A) will be safe, free from defects in manufacturing, design, workmanship, and materials; (B) will not be adulterated or misbranded under applicable Laws; (C) will conform with the Specifications; (D) will be free and clear of all liens, claims and encumbrances and other claims against title; (E) will be of merchantable quality, new and unused (unless otherwise specified in the Purchase Order and/or Supplemental Agreement), and fit and suitable for the purposes intended by Purchaser; (F) will not contain, at the time of delivery, any computer virus or other similar harmful, malicious or hidden

program; and (G) will comply with all other requirements under applicable Laws;

(iv) it will perform all Services in a competent, professional and workmanlike manner, and it has the required qualifications and expertise to perform; and any Work Product (defined in Section 27) will not infringe or misappropriate any Third Party's Intellectual Property.

(b) **Anti-corruption.** Seller covenants, represents and warrants that: (i) it is now in compliance with and shall continue to comply with, all applicable Laws related to anti-corruption; (ii) neither it nor any persons employed or acting on its behalf (including employees, directors, agents, consultants, or subcontractors) will (A) (1) give, offer or promise to give, or (2) accept, receive, or agree to accept or receive, directly or indirectly, anything else of value in any form to any person to secure a business advantage, to obtain or retain a business advantage, or to direct business to, or away from, any person or entity; or (B) provide any facilitation, expediting or grease payment to any official or employee of an Authority to expedite or secure the performance of routine Authority actions; and (iii) neither it nor any owner, partner, officer, director or employee of Seller or of its Affiliates (collectively, "**Representatives**") is an official or employee of any Authority. Seller will notify Purchaser in writing prior to any Representative becoming an official or employee of an Authority, and such individual will not furnish Products without Purchaser's prior written consent.

(c) **Debarment.** Seller covenants, represents and warrants that neither it, nor any of its Affiliates or their respective agents, subcontractors, or employees performing Services are or have within the past five (5) years been (i) Debarred, Disqualified, or Excluded, (ii) proposed to be so restricted by any Authority, or (iii) convicted of an offense or had a civil judgment rendered from which they may be so restricted. "**Debarred, Disqualified, or Excluded**" means prohibited, suspended, or otherwise limited or deemed ineligible under any applicable Law from (A) providing services to the holder of a United States Food and Drug Administration approved or pending drug or device application, (B) participating in clinical research, (C) participating in or furnishing goods or services for any government program, or (D) participating in any government procurement or non-procurement program. Seller will notify Purchaser immediately of any breach of this warranty or if Seller learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of notice, Purchaser may elect to immediately terminate the Purchase Order.

(d) **Conflict Minerals.** Seller covenants, represents and warrants that it shall, at its sole cost and expense, promptly comply with all reasonable information requests from Purchaser, in the form and format requested, regarding the country of origin, source, chain of custody, and smelter or refiner used to process any Conflict Minerals present in Goods. Seller shall conduct reasonable due diligence and inquiry to gather such

information, and certify that, to Seller's knowledge, such information is true, accurate and complete. "**Conflict Minerals**" means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin, and tungsten and/or as defined in the applicable Law.

(e) **Compliance with Supplier Guidelines.** Abbott is committed to supporting and applying the fundamental principles of human rights, labor, environmental protection, and anti-corruption to ensure Abbott's and our suppliers' long-term business success, as well as improving lives around the world. Seller has read and agrees to comply with the values represented in Abbott's Supplier Guidelines found at <http://www.abbott.com/partners/suppliers.html>, as in effect from time to time. At Abbott's request, Seller shall: (i) provide information and access to Abbott (or Purchaser, or their delegated Third Party advisors) for the purposes of confirming Seller's compliance with the Guidelines; and (ii) use commercial reasonable efforts to remediate identified issues and to report its corrective actions. In the event of a conflict between this Purchase Order and Abbott's Supplier Guidelines, the terms of this Purchase Order will prevail.

11. **Inspection.** Purchaser, at its sole option, may inspect, test or audit all or a sample of the Products (whether finished or work-in-progress), and if any of the Products are, or are likely to be, non-conforming to the Specifications or defective, Purchaser may reject all or any part of such Products. Purchaser has the right to inspect replacement Goods and/or audit re-performed Services.
12. **Breach of Warranty.** In the event a Product fails to meet the warranties above or otherwise fails to conform to the Terms and Conditions or any Supplemental Agreement, Purchaser may, at its option: (a) request a full refund or credit of any amount paid and cancel any outstanding Purchase Orders for the non-conforming Products, and, if Goods, return them to Seller, at Seller's sole cost and expense; or (b) request that Seller re-perform non-conforming Services, or repair or replace non-conforming Goods (or if an Infringing Item, comply with the remedies in Section 21 (Indemnification)), as quickly as reasonably possible, as Purchaser directs, at Seller's sole cost and expense; and Seller shall promptly comply with any such requests.
13. **Delivery Terms.** Goods shall be shipped Delivered at Place (DAP Incoterms 2020) at the delivery point specified in the Order Details or otherwise specified in writing by Purchaser ("**Delivery Point**").
14. **Title and Risk of Loss.** Title/ownership and risk of loss for the Goods shall transfer to Purchaser at the Delivery Point.
15. **Shipping.** Seller shall ensure that each shipment of Goods delivered contains, as applicable, a reference to the Purchase Order number, a packaging list containing the quantity and Purchaser's material number as indicated in the Order Details, a valid Certificate of

Origin, a valid Certificate of Analysis or Certificate of Conformance with the Specifications and Seller's product code/list number, and the tariff classification code number; Purchaser reserves the right to refuse delivery of any Goods without these documents. Shipments must equal the quantity ordered, unless otherwise agreed by Purchaser in writing.

16. **Cargo Safety & Security Requirements.** Seller will package, load and ship the Goods in accordance with any requirements provided by Purchaser. In the absence of such requirements, Seller will package, load and ship the Goods in a manner sufficient to prevent damage to, or loss of, the Goods during shipment and in accordance with applicable Laws regarding dangerous goods transportation. To ensure the security of Goods, Seller must be a member of the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT), the European Authorised Economic Operator (AEO) security program, or an equivalent supply chain security program, as applicable, or, upon request, must provide a security profile and memorandum of understanding confirming Seller's commitment to a secure supply chain. Furthermore, Seller must only use transportation service providers that are certified under a supply chain security program.
17. **Composition Data.** Seller must provide, promptly upon request at Seller's sole cost and expense, applicable safety data sheets, chemical reports, or similar technical documentation identifying the chemical composition of the Products, and their country of origin.
18. **Time of the Essence.** Time is of the essence for the supply of all Goods and the performance of all Services.
19. **Failure to Deliver.** Subject to Section 20 (Force Majeure), if Seller does not deliver the Goods or perform the Services by the applicable Delivery Date, Seller will be liable to Purchaser for any losses, including cover damages, and, if Purchaser elects not to cancel, upon Purchaser's request, Seller will expedite delivery or performance at Seller's sole cost and expense.
20. **Force Majeure.** No Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Purchase Order, if, to the extent and for so long as, such failure or delay is due to any unforeseeable causes beyond the reasonable control of the Party so affected that are not caused by such Party's fault, negligence, acts or omissions. Such causes shall include: acts of God, for example natural disasters, floods, earthquakes; war, terrorism, insurrections or riots; explosions or embargoes; and acts or orders of any Authority that make performance illegal or impossible ("Force Majeure Event"); however, the shortage of or price increases with respect to raw materials, labor, energy or other inputs to the Products shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party of such cause, and shall take whatever reasonable steps

are necessary, at the sole cost and expense of the Party giving notice of a Force Majeure Event, to relieve the effect of such cause as rapidly as reasonably possible. The Party affected by the other Party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Purchase Order. Until the complete cessation of the Force Majeure Event that prevents or delays Seller's performance, Seller shall treat Purchaser no less favorably than its other customers, and Purchaser shall receive no less than the share of available capacity that is directly proportionate to Purchaser's average percentage of capacity usage during the prior twelve (12) months.

21. **Indemnification.**

(a) Seller shall, at its own cost and expense, defend, indemnify and hold harmless Purchaser and its Affiliates and their respective employees, directors, officers, agents and contractors, from and against any and all losses, liabilities, fines, penalties, deficiencies, damages, costs and expenses (including reasonable attorneys' fees and expenses), judgments, settlements, interest, awards, suits, proceedings or claims arising out of or in any way related to: (i) Seller's negligence, recklessness, willful misconduct, or intentional or wrongful conduct, including in the design, development, manufacture or shipment of any Product; (ii) Seller's breach or non-fulfillment of the Purchase Order or any Supplemental Agreement; (iii) any actual or alleged infringement or misappropriation of any Intellectual Property with respect to a Product (an "Infringing Item"); or (iv) death of, or injury to, any person, damage to any property, or any other damage or loss, suffered by any person or party, resulting or claimed to result, in whole or in part, from (1) any actual or alleged defect in a Product, whether latent or patent, including actual or alleged improper construction or design, (2) any failure to conform to the Specifications, or with any warranty, or (3) any claim of strict liability (or similar legal theory) or tort related to any Product.

(b) If any claim under this Section involves an Infringing Item that was provided by or on behalf of Seller, or in Seller's opinion is likely to become the subject of such a claim, then Seller shall, subject to Purchaser's written consent (in addition to Seller's obligations pursuant to this Purchase Order and/or Supplemental Agreement), either (i) replace or modify the Infringing Item to make it non-infringing, while maintaining equivalent functionality, (ii) procure for Purchaser and its Affiliates the right to continue using the Infringing Item, or (iii) replace or modify the Infringing Item with Products that have reasonably equivalent functionality and that are non-infringing. Any costs associated with implementing any of the above alternatives shall be borne solely by Seller.

(c) Seller shall assume the defense, at its sole cost, of any claim under this Section. Purchaser may participate in the defense of any claim under this Section at its option and expense, and in its sole discretion. Seller shall not agree to any settlement or compromise that would be

binding on Purchaser or its Affiliates, or involves making an admission of guilt or wrongdoing, without Purchaser's prior written consent.

22. **Insurance.** Seller will purchase and maintain, at its own cost and expense, commercial insurance of the types and minimum amounts as follows with licensed insurers with a minimum A.M. Best rating of "A-" size "IX": (a) GB5,000,000 per occurrence of commercial general liability insurance, including products and completed operations liability and contractual liability; (b) workers compensation insurance as required by applicable Law and GB5,000,000 per occurrence for employers liability coverage; (c) GB5,000,000 per occurrence of automobile liability coverage for all owned, non-owned, and hired vehicles; and (d) in the event consulting Services are provided, GB5,000,000 per claim for professional liability insurance. With respect to requirements in clauses (a) and (c), Seller shall include Purchaser and its Affiliates, and their directors, officers and employees as additional insureds on a primary and non-contributing basis; and with exception to the requirement in clause (d), Seller shall waive its respective insurer(s)' right to subrogation in favor of Purchaser and its Affiliates, and their directors, officers and employees. Seller will provide to Purchaser prior to providing Products, and annually thereafter or upon request, if sooner, certificates of insurance signed by an authorized representative of the Seller's insurer(s) evidencing the required insurance and terms. Seller will provide thirty (30) days' advance notice in the event of any cancellation, non-renewal, or material modifications of this required insurance. Purchaser's acceptance of certificates of insurance providing for other or different coverage than required in this Section shall in no event be deemed a waiver of any provisions of the Terms and Conditions. The minimum insurance requirements set forth in this Section do not in any way limit any indemnity obligation or other liability of Seller.
23. **Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS AND/OR ANY SUPPLEMENTAL AGREEMENT, PURCHASER AND ITS AFFILIATES WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST TIME OR OPPORTUNITIES, LOST PROFITS OR LOST SALES) ARISING FROM OR RELATING TO ANY TRANSACTIONS UNDER THE PURCHASE ORDER OR ANY SUPPLEMENTAL AGREEMENT.
24. **Provided Items.** All Provided Items are the sole property of Purchaser, and are made available to Seller without any warranties, express or implied. Seller: (a) disclaims any rights to the Provided Items and will not assert any claim, of ownership, Intellectual Property or otherwise, to their use, development or production; (b) possesses the appropriate skills to use the Provided Items, with any use at Seller's sole risk; (c) will use the Provided Items solely as necessary to perform in accordance with the terms of the Purchase Order or Supplemental Agreement; (d) will not provide them to any Third Party without Purchaser's

prior written consent; (e) will not, and will not allow any Third Party to, place any lien or encumbrance on any Provided Items; and (f) will return, transfer or destroy Provided Items in accordance with Purchaser's instructions, either after the latest Delivery Date under the Purchase Order or Supplemental Agreement, or at Purchaser's request; if no instructions are provided, then Seller will return the Provided Items at Seller's expense within sixty (60) days of the last Delivery Date.

25. **Confidential Information.** Seller shall not use any Purchaser Confidential Information except to the extent necessary to carry out its obligations hereunder. Seller shall keep Purchaser Confidential Information confidential and not disclose Purchaser Confidential Information to any Third Party unless, in the opinion of counsel, compelled to do so by judicial or administrative process or by the requirements of applicable Law, or with Purchaser's prior written consent. Seller may disclose Purchaser Confidential Information to its employees and other persons under its supervision that are operating within or on behalf of its organization, who (a) have a legitimate "need to know" to accomplish the contemplated purposes; (b) are informed by the Seller of the confidential nature of the Purchaser Confidential Information; and (c) are obligated to protect such Purchaser Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Purchase Order. After the latest Delivery Date, or at Purchaser's earlier request, Seller will return or destroy Purchaser Confidential Information. Seller's obligations to not disclose Purchaser Confidential Information shall continue for ten (10) years after the Delivery Date. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Purchaser Confidential Information identified as trade secret by Purchaser, either orally, visually, in writing, or in another form shall remain in place for so long as the applicable Purchaser Confidential Information retains its status as a trade secret under applicable Law. Seller will treat all Purchaser Confidential Information with the same degree of care as Seller accords its own confidential information, but in no event with less than reasonable care. The obligations set forth in this Section shall not apply to Purchaser Confidential Information which (i) is known to Seller before receipt thereof in connection with the Purchase Order or a Supplemental Agreement, as evidenced by Seller's written records; (ii) is disclosed to Seller without restriction by a Third Party and that Third Party has a legal right to make such disclosure; (iii) is or becomes part of the public domain through no fault of Seller; or (iv) is independently developed by or for Seller without use of the Purchaser Confidential Information, as evidenced by Seller's written records.
26. **Publicity.** Seller will not disclose the existence or terms of the Purchase Order or a Supplemental Agreement or use Abbott's or its Affiliates' names, logos or other indicia in any publicity or advertising, announcement, brochure, customer list or website, without prior written consent from Abbott's Public Affairs or its designee.

27. **Ownership of Work Product.** All Work Product (defined below), whether required to be delivered or not, shall be promptly disclosed to, and be the sole property of, Purchaser. Seller hereby assigns to Purchaser all right, title and interest in Work Product without any obligation on Purchaser to pay royalties or other remuneration for the Work Product. To the extent the Work Product is copyrightable, it shall be deemed a "Work Made for Hire" under the Copyright, Designs and Patents Act of 1988, as amended, and the Work Product shall become and remain the sole property of Purchaser, if not, then Seller hereby assigns such Work Product to Purchaser. "**Authorized Work Product**" means reports, data, communications, material, information, deliverables, software (including object or source code), Intellectual Property or improvements conceived, authored, reduced to practice, made or developed by Seller solely or jointly with others in connection with the Purchase Order or Supplemental Agreement. Without express written instructions from Purchaser, Seller shall not reverse engineer, decompile, disassemble, chemically analyze, modify or create derivative works based on any Provided Item or Purchaser Confidential Information ("**Unauthorized Work Product**" and, collectively with Authorized Work Product, the "**Work Product**").
28. **Pre-existing Intellectual Property.** Notwithstanding the above, neither Purchaser nor Seller shall acquire ownership of any Intellectual Property owned by the other Party, the other Party's respective Affiliates or licensors before the date of the Purchase Order or Supplemental Agreement or any Intellectual Property developed independently of the Purchase Order or Supplemental Agreement, and additionally on the part of Seller, not using or otherwise derived from the Purchaser Confidential Information or Provided Items (collectively, "**Pre-existing Intellectual Property**"). Purchaser and its Affiliates have granted no license, express or implied, to Seller to use their Intellectual Property, except as set forth in this Purchase Order or Supplemental Agreement.
29. **License.** Seller hereby grants to Purchaser and its Affiliates a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance the Pre-existing Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Purchaser and its Affiliates to make use of or otherwise exploit the Products, including Work Product.
30. **Software.** If software is provided under this Purchase Order and such software is not Work Product, Supplier hereby grants a worldwide, perpetual, royalty-free license to Purchaser and its Affiliates for any use, including copying, accessing, and creating derivative works. Seller agrees that no invoice, shrink-wrap, click-wrap, or other terms and conditions or agreement provided with any software shall be binding, or have any force or effect on, and shall be deemed rejected by, Purchaser, even if the use of such software requires an affirmative acceptance. Seller warrants that no Product, in whole or in part, is subject to, any open source software, freeware, or free use software license terms, including the GNU Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, or any other license that requires that other software, including any Work Product or Products, distributed with such software code be: (a) disclosed or distributed in source code form; (b) licensed for purposes of making derivative works; and/or (c) redistributed at no charge.
31. **Audit, Records and Electronic Data.** To verify Seller's compliance with the Purchase Order, Purchaser, any relevant Authority and their representatives will have the right, at reasonable times and places and upon reasonable notice, to: (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the Products; and (b) examine all records relating to the Products, which Seller agrees to maintain in a manner that allows them to be readily retrievable at Purchaser's or such Authority's request and to prevent deterioration, damage or loss of such records or electronic data for a retention period: (i) of ten (10) years past the Delivery Date, or (ii) as required by applicable Laws, whichever is greater. At Purchaser's request, Seller will return in a non-proprietary format, destroy and/or securely erase such records and electronic data in accordance with Purchaser's instructions. Seller shall notify Purchaser in the event of any loss, damage, or destruction of any records or electronic data during the retention period.
32. **Remedies Not Exclusive.** The rights and remedies of Purchaser provided under these Terms and Conditions are cumulative and not exclusive, and are in addition to any other rights and remedies provided at law or in equity or in any Supplemental Agreement.
33. **Independent Contractor.** The relationship of the Parties is that of independent contractors. The Parties will not be deemed partners or joint ventures, nor will one Party be deemed an agent or employee of the other Party. Neither Party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other Party or to bind the other Party to any contract, agreement or undertaking with any Third Party, and no conduct of a Party shall be deemed to imply such right.
34. **Fraud and Abuse.** The Parties intend and acknowledge that: (a) neither the Purchase Order nor any payment made under it, is in exchange for any explicit or implicit agreement or understanding that Seller refer, prescribe, recommend, use or purchase any products of Purchaser or its Affiliates, and (b) the total payment for the Products represents fair market value and has not been determined in any manner that takes into account the volume or value of any referrals or business between Seller and Purchaser or its Affiliates.
35. **Transparency.** Seller acknowledges that Purchaser is required by applicable Laws to report payments and transfers of value made to certain health care professionals and organizations, including costs of meals and travel. If Seller makes any such payments on

Purchaser's behalf, Seller agrees to: obtain the recipient's consent to disclose the payment; collect data concerning the payment; and promptly report the data to Purchaser via [Transparency\\_Hub@abbott.com](mailto:Transparency_Hub@abbott.com).

36. **Assignment.** Seller shall not assign the Purchase Order without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion, and any attempted assignment without Purchaser's consent will be void. Any permitted assignee shall assume in writing all obligations of Seller under the Purchase Order and any Supplemental Agreement; provided, however, that Seller shall remain primarily liable for such obligations. Purchaser may assign the Purchase Order without prior written notice to, or the consent of, Seller. The Purchase Order will be binding upon and inure to the benefit of the permitted assigns of each Party.
37. **Subcontracting.** Seller will not subcontract or delegate any duty under the Purchase Order without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion. Seller will remain responsible and liable for the acts and omissions of any subcontractor as if such activities had been performed by Seller.
38. **Third Party Beneficiary.** Purchaser Affiliates are intended third party beneficiaries of these Terms and Conditions. Nothing in these Terms and Conditions is intended to, or shall, confer any right, benefit or remedy of any nature whatsoever upon any third party other than Purchaser Affiliates.
39. **Entire Agreement.** The Purchase Order and, if applicable, any Supplemental Agreement, contains the entire agreement between the Parties with respect to its subject matter, and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter.
40. **Governing Law.** The Purchase Order shall be governed by the laws of England and Wales, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
41. **Venue.** Subject to the Dispute Resolution section below, for any legal action relating to the Purchase Order, the Parties consent to the exclusive jurisdiction of the competent English court in London, England.
42. **Dispute Resolution.**  
The Parties agree that all disputes, controversies or claims shall be finally settled in accordance with the Arbitration Rules of the London Court of International Arbitration (LCIA) without recourse to the ordinary courts of law: (a) the number of arbitrators shall be one (1); (b) the place of arbitration shall be London, England; (c) the language to be used in the arbitral proceedings shall be English; and (d) this Section shall survive termination or expiration of this Agreement.
43. **Injunctive Relief.** Notwithstanding the Dispute Resolution section above, Purchaser may seek injunctive relief by a court of competent jurisdiction in accordance with Section 41 (Venue).
44. **Interpretation.** Words in the singular shall be deemed to include the plural and vice versa. Any use of the word "including" in these Terms and Conditions means "including without limitation." The word "or" shall not be exclusive. Unless otherwise specified in a particular case, the word "days" refers to calendar days. The headings of the sections of these Terms and Conditions have been added for the convenience of the Parties and shall not be deemed a part hereof.
45. **Notice.** Any notices required or permitted under the Purchase Order will be in writing, will refer specifically to the Purchase Order, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in the Purchase Order. Notices under the Purchase Order will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A Party may change its contact information immediately upon written notice to the other Party in accordance with this section.
46. **Change and Recall Notices.** Seller shall not change or otherwise deviate from the Specifications, or make any other changes that may impact or impacts the Products, including changes: (a) in the sourcing if the Products are obtained from a Third Party by Seller, (b) in the manufacturing process or site changes for Goods, or (c) that may affect their quality, form, fit or function; in all cases, without the prior written approval of Purchaser, which Purchaser may withhold in its sole discretion. Seller must immediately notify Purchaser in writing of any recall or other quality-related action related to the Products. Seller will reimburse Purchaser for any losses, damages, liabilities, costs and expenses incurred by Purchaser or its Affiliates in connection with any recall, action, or unapproved change.
47. **U.S. Federal Acquisition Regulation Requirements.** Where applicable and when Products will be used by Purchaser in its performance under a U.S. government contract and when and as applicable by their terms, the following provisions are incorporated in this Purchase Order by reference with the force and effect as though set forth in full text herein, and the clauses apply to Seller as though Seller was prime contractor: FAR 52.244-6 (Subcontracts for Commercial Items) and FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items), as amended from time to time. In addition, all clauses required by any Authority by statute, regulation or otherwise to be flowed down are hereby incorporated into this Purchase Order by this reference, whether or not they are explicitly referenced herein. The full text of the FAR may be accessed electronically at <https://www.acquisition.gov/>.

48. **U.S. Federal Contractor Requirements.** Where applicable, this order/contract may be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this order/contract by reference, as applicable. **In addition, this order/contract may be subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.**
49. **Waiver.** Any waiver by Purchaser of any rights or obligations under the Purchase Order must be in writing and signed by Purchaser's authorized representative, and such waiver will not apply to any other rights or obligations. Any acceptance or payment of all or any part of the purchase price for the Products by Purchaser does not constitute a waiver of any of the rights of Purchaser.
50. **Severability.** If any provision of the Terms and Conditions or Supplemental Agreement is held to be invalid or unenforceable, the other provisions will not be affected by such invalidity or unenforceability.
51. **Survival.** All provisions of the Purchase Order that by their nature should survive delivery of the Products, or termination or cancellation of the Purchase Order, including those regarding audit, indemnification, insurance, limitation of liability, Confidential Information, ownership of Work Product, Pre-existing Intellectual Property, Provided Items, warranties and dispute resolution, as well as any accrued obligations, will survive any termination or cancellation of the Purchase Order; warranties survive any delivery or performance by Seller or inspection, acceptance or payment for the Products by Purchaser. For the avoidance of doubt, the listing of any provisions in this Section shall not be interpreted to exclude any other provisions that by their nature should survive delivery of the Products, or termination or cancellation of the Purchase Order.