



1. Definitions:

In these terms and conditions of purchase (the "Terms and Conditions") the terms and expressions listed below are defined as follows:

- **Agreement:** the agreements between the Purchaser and the Supplier that are laid down in writing with respect to the delivery of Goods, Services, software and/or the performance of work;
- **Authority:** (a) any 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, whether domestic or foreign, (b) any subdivision or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or tax authority under, or for the account of, any of the above;
- **Goods:** goods, deliverables, software as a product, and/or any other materials ordered by Purchaser from Supplier pursuant to a purchase order;
- **Parties:** the Purchaser and the Supplier;
- **Personnel:** personnel of the Supplier and of companies that the Supplier engages in connection with the performance of any Agreement;
- **Products:** Goods, Services, software and/or performance of a work, as applicable;
- **Purchaser:** The Abbott entity purchasing the Products from the Supplier or that otherwise applies or refers to the Terms and Conditions;
- **Services:** means any services ordered by Purchaser from Supplier pursuant to a purchase order;
- **Supplier:** the Purchaser's other contractual party.

2. Applicability:

- a. Unless the Parties agree otherwise in writing, the Terms and Conditions govern any Agreement and any other agreements whereby the Supplier delivers Products to Purchaser, as well as to all offers by the Supplier, all requests for offers and orders by the Purchaser with respect to the delivery of Products, and all legal relationships arising from the foregoing.
- b. In the event of any conflict the provisions of any separate supply, services or other written agreement governing the purchase of Products will prevail over the Terms and Conditions.
- c. Any deviations from the Terms and Conditions may be agreed only explicitly and in writing.

3. Order confirmation:

- a. Any purchase orders shall be deemed accepted upon (i) the Supplier's acknowledgement of receipt or confirmation of the purchase order to (the purchasing department of) the Purchaser by mail, fax, email, any other electronic means or otherwise, or (ii) any commencement of performance of the purchase order. Any purchase order will be valid for five (5) working days. If acceptance has not occurred within aforementioned time period, no Agreement shall have been concluded.
- b. The Supplier shall be required to verify that the instructions and information contained in the documents constituting the purchase order comply with the laws and regulations in force and the best practices in the industrial area, and to inform the Purchaser in the event of non-compliance.

4. Changes:

- a. The Purchaser is at all times entitled to change or cancel in full a Purchase Order. The Purchaser shall discuss the contemplated changes with the Supplier and shall confirm all changes in writing. The Supplier will be entitled to compensation only if the purchase order is cancelled in full. Such compensation will be limited to the costs reasonably and actually incurred by the Supplier, and will in no case exceed the price stated in the purchase order.
- b. The Supplier is not entitled to change the composition, the characteristics and/or the packaging of the Products without the Purchaser's prior written approval. The Supplier shall be liable for any and all damages resulting from such change.
- c. In the event that the Supplier is of the opinion that a change as described under article 4.a will have consequences for the price and/or the delivery of the Products, the Supplier will notify the Purchaser as soon as possible thereof and ultimately within five (5) working days after the change request of the Purchaser. The Parties will consult in the event that the Purchaser is of the opinion that those consequences are unreasonable. If they fail to reach a solution, the Purchaser will be entitled to terminate the Agreement with due observance of the provisions of article 4.a above.

5. Transfer of rights and obligations:

- a. The Supplier may not assign an Agreement or any of its rights and obligations thereunder, either in whole or in part, to any third party without the prior written consent of the Purchaser. Such consent may be subject to certain conditions. Any (attempted) assignment in violation of the foregoing shall be null and void, and this provision shall have property law effect.
- b. In case of a valid assignment of the Agreement or of any rights and obligations thereunder as described under a, the Supplier will be obliged to inform the Purchaser of what security has been furnished for the remittance of Value Added Tax or any equivalent tax ("VAT"), wages and salaries tax, and social insurance premiums that are prescribed by law for employers.
- c. For completeness' sake, the Supplier is not allowed to subcontract any of its obligations to any third party without the prior written consent of the Purchaser. This condition does not apply to transport and related obligations.

6. Prices and price adjustments:

- a. The prices for the Products shall be fixed and irrevocable, and set out in the relevant Agreement and shall be exclusive of any applicable VAT and any additional costs made by the Supplier in relation to the Agreement. A

price that has been accepted by the Purchaser may not be increased without the Purchaser's written consent.

- b. The prices are in the currency as set forth in the Agreement.

7. Invoicing and payment:

- a. The Supplier shall send an invoice to the Purchaser (or the entity or address designated by the Purchaser) only after delivery of the Products.
 - b. The invoice shall only lead to a payment obligation for the Purchaser if:
 - it makes a reference to the right purchase order and the rule number;
 - it makes a three-way match (invoice must be in accordance with both the purchase order and the Products delivered); and
 - it is received at the relevant address of the Purchaser as indicated by the Purchaser.
- Invoices that are not in compliance with the foregoing criteria will be deemed not to have been received.
- b. Payment of the invoice, including the VAT, must be made within sixty (60) days after receipt of the invoice by post or by e-mail and approval of the Products and the installation and/or assembly, if any, by the Purchaser.
 - c. Without prejudice to any of its other rights the Purchaser may suspend payment if it objects to the invoice or to the Products delivered or the installation and/or assembly, if applicable.
 - d. The Purchaser may set off any amount owed to the Supplier against any amounts owed or allegedly owed by Supplier to the Purchaser or any of its affiliates. The Supplier shall not be allowed to set off any amounts owed or allegedly owed by the Purchaser to the Supplier or any of its affiliates.
 - e. Payment by the Purchaser does not imply a waiver of any rights whatsoever. 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 the Supplier's non-delivery of Products.
 - f. Advanced payments shall only be made by the Purchaser if an unconditional, irrevocable bank guarantee from a Dutch bank acceptable to the Purchaser has been issued by the Supplier to the Purchaser.
 - g. In the event that the Purchaser is fully or largely successful in legal proceedings, the Supplier will be obliged to compensate all costs incurred by the Purchaser in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. The Purchaser may invoke this paragraph irrespective of whether the Supplier has appealed the relevant judgment, be it at the court of appeal or at the Supreme Court.

8. Delivery, title and risk of loss:

- a. The Supplier shall deliver the Products in accordance with the terms of the Agreement and any written instructions provided to the Supplier from time to time. The Supplier must execute the purchase order on the agreed date of delivery. Agreed delivery times are of the essence.
- b. Save as otherwise provided in the Agreement, title shall pass to the Purchaser upon delivery at the delivery address on the terms specified in Incoterms 2010, delivery duty paid. The risk in the Goods will pass upon this delivery, unless the Purchaser rejects the Goods.
- c. If the Supplier fails to deliver in accordance with article 8.a, without prejudice to any other remedy under the Agreement or law, the Purchaser shall be entitled to terminate the Agreement and recover from the Supplier any losses and additional costs incurred by it in so obtaining Goods elsewhere.
- d. The Supplier must immediately notify, without prejudice to any other remedy of the Purchaser under the Agreement, the Purchaser in writing in the event that the delivery time will be exceeded.
- e. The Purchaser will be entitled to postpone delivery, in which case the Supplier will store, preserve, safeguard and insure the Goods properly packaged, separately and recognizably. In that event, the risk in the Goods will not pass to the Purchaser.
- f. The Supplier will package, load and ship the Goods in accordance with any requirements provided by the Purchaser. In the absence of such requirements, the Supplier 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 any applicable laws regarding dangerous goods transportation.
- g. For any Good, including, but not limited to, any substance, preparation or article (including any electric or electronic equipment or sub-assembly or component part thereof), supplied by the Supplier, the Supplier must, at its sole cost and expense, provide promptly upon request applicable safety data sheets, composition data, chemical reports, data composition or similar technical or other supporting documentation indicating the chemical composition of the Good.
- h. The Goods to be delivered must be accompanied by one or more packing lists that contain references to the purchase order number, the Purchaser's article number, the quantity, a description, and where applicable a valid certificate of origin, a valid certificate of analysis or certificate of conformance with the related specifications and the Supplier's product code/list number, and the tariff classification code number. The Purchaser reserves the right to refuse delivery of any Goods without these documents.

9. Claims procedure and performance measuring:

- a. The Purchaser at all times entitled to inspect the Goods to be delivered or have those Goods inspected, both during production, processing and storage, and after delivery, and the Supplier is obliged to lend any assistance required by the Purchaser in this respect. The Purchaser's inspection or its decision to refrain from inspection prior to delivery will not qualify as delivery or acceptance of the Goods to be delivered, nor will it affect the Supplier's obligations vis-à-vis the Purchaser in any other way.



b. The Supplier shall allow the Purchaser or third parties designated by the Purchaser access to the production, processing or storage site or sites at the Purchaser's first request. If the Goods cannot be inspected due to a circumstance for which the Supplier can be held responsible, the Supplier will be liable for the loss thus caused.

c. If any Goods do not comply with the Agreement or are in any way defective the Purchaser may at its discretion reject and/or require the Supplier to replace or repair the Goods at the Supplier's cost and expense. This right to reject and/or replace shall be without prejudice to any other remedy to which the Purchaser may be entitled to under the Agreement or law. If the Supplier fails to fulfil this obligation, the Purchaser may purchase the required Goods from a third party or take measures or have measures taken by third parties for the Supplier's account and risk, without prejudice to the Purchaser's other rights.

d. The Purchaser shall be entitled to complain about visible defects for a period of 20 (twenty) working days after arrival of the Goods at their final destination or any longer period allowed by law. The Purchaser shall be entitled to complain about invisible defects for a period of 20 (twenty) working days after their discovery or any longer period allowed by the law. Acceptance of the delivered Goods by the Purchaser will be without prejudice to any and all claims of the Purchaser against Supplier. Without prejudice to the Purchaser's rights, each Supplier acknowledges that it is aware that it is not usual practice for the Purchaser to inspect any Goods on delivery as the Purchaser relies on the Supplier's quality assurance procedures and the Purchaser shall not be under the obligation to do so under the Agreement or by operation of law or whatsoever. All destruction, storage and or other costs relating to the defective Goods shall be for the account of the Supplier and risk in defective Goods shall at all times remain with the Supplier.

e. The above will be without prejudice to any rights of the Purchaser with regard to any defects of the Goods whatsoever if such defects are discovered at any later stage by the Purchaser, any distributor or other party in the distribution chain or any end-user of the Goods.

10 Dissolution:

a. The Purchaser is entitled to suspend its performance under or dissolve the Agreement in whole or in part without liability towards the Supplier and without prejudice to any and all other rights, in the event that (i) the Supplier breaches one of the provisions of the Agreement and - if capable of being remedied - the Supplier fails to remedy such within thirty (30) days after the receipt of written notice by the Purchaser, (ii) the Supplier has filed for bankruptcy, is declared bankrupt or is granted a suspension of payments, (iii) any permits or licenses required for the performance of the Agreement are withdrawn or have otherwise ceased to be in effect, (iv) an attachment is levied on all or part of its commercial property or Goods intended for the performance of the Agreement, (v) the Purchaser has sound reasons to believe that Supplier is or will be unable to fulfil its obligations under any Agreement, (vi) the Supplier's business or company is liquidated or acquired, or a change of control occurs at the Supplier or at the Supplier's parent level or holding company, or a similar event occurs with respect to the Supplier.

b. Upon termination the Supplier shall: promptly observe the Purchaser's instructions regarding work in progress; immediately return all specifications and not retain any copies of such information; comply with any requirements applicable to current or former suppliers of the Goods including by way of example, obligations to maintain production records and/or samples of Goods. Unless otherwise specifically instructed by the Purchaser, the Supplier shall fill, in accordance with the terms thereof, all outstanding orders placed before the effective date of termination. Termination of an Agreement shall not release any party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue with respect to any act or omission arising either prior to such termination or after such termination when there is a continuing obligation.

d. Any and all claims that the Purchaser may have or may acquire on the ground of the provisions contained in article 10.a and 10.b will be due and payable immediately and in full, and the Supplier will not have any right to set off any amount in that respect.

e. An Agreement can only be dissolved by sending a registered letter to or having a bailiff's writ served on the Supplier.

11 Guarantee:

a. The Supplier guarantees that the Products (including the packaging materials) and the installation and/or assembly of them, if applicable, are in conformity with the Agreement and in conformity with the agreed specifications and any approved samples, are free of any defects (including at any rate errors in the design, materials and manufacture) and of any third party rights (including but not limited to liens, claims and encumbrances and other claims against title), have the characteristics that have been promised, are safe and are in compliance with the statutory requirements and other government regulations in addition to the requirements applied within the branch of industry in respect of safety, quality and environmental standards, in the country of delivery and, in so far as is known to the Supplier, the country of destination. Furthermore, the Supplier guarantees that the Products are suitable for the purpose for which the Purchaser intends to use them. In so far as the Supplier is unaware of that purpose at the time of conclusion of the Agreement, the Supplier must obtain information on that purpose in writing from the Purchaser in advance.

b. The Supplier guarantees that the Products are entirely complete and ready for use. It must ensure, among other things, that any and all parts, auxiliary materials, accessories, tools, reserve parts, user's manuals and instruction books that are necessary to realize the objective indicated by the Purchaser in writing are provided together with the Products, even if they are not specifically named.

c. The Supplier guarantees that components and spare parts of the delivered Goods will be deliverable during the technical life of the delivered Goods.

d. The Supplier guarantees that it will comply with the supplier guidelines set forth at <http://www.abbott.com/partners/suppliers.html>.

e. Supplier furthermore specifically guarantees that all Goods delivered comply with the provisions of EC Directive 2011/65/EC (RoHS) and all further amendments thereto and successors thereof as well as all national regulations issued in execution thereof. All delivered Goods must be suitable and fit for RoHS compliant production and sales at all times and therefore should not contain any of the substances that are, or may be deemed to be, prohibited in light of the Directive and the applicable legislation in the country of delivery and the country where the end-user of the Goods is established, in so far as the country of the end-user is known to Supplier.

f. In the event that the Purchaser discovers that the Products that are delivered are not in accordance in whole or in part with what the Supplier has guaranteed in accordance with article 11.a to d, the Supplier will be in default unless it can demonstrate that the breach cannot be attributed to it.

12 Intellectual property rights and industrial property rights:

a. The Parties acknowledge and agree that each Party shall at all times remain the owner of patents, trademarks and all other intellectual property rights owned by it or before the start of its relationship with the other Party under the Agreement or created outside the scope of and independently of that relationship. The Supplier has no right and shall not use the Purchaser's intellectual property rights.

b. The Supplier guarantees the free and uninterrupted use by the Purchaser of the Products that are delivered. It indemnifies the Purchaser against any financial consequences of claims brought by third parties on the ground of an infringement of their intellectual property rights and industrial property rights.

c. The Supplier is entitled to use the information that the Purchaser has provided; however it may do so only in connection with the Agreement. That information is and will at all times remain the property of the Purchaser.

d. All reports, data, communications, material, information, deliverables, inventions, discoveries, or improvements reduced to practice, made or developed by the Supplier in connection with any purchase order or Agreement ("Work Product") shall be promptly disclosed to, and be the sole property of, the Purchaser. The Supplier hereby assigns to the Purchaser all right, title and interest in Work Product without any obligation on the Purchaser to pay royalties or other remuneration for the Work Product. To the extent the foregoing is copyrightable, it shall be deemed a "work made for hire" and shall become and remain the sole property of the Purchaser, if not, then the Supplier hereby assigns such Work Product to the Purchaser.

13 Documentation:

a. The Supplier is obliged to make the related documentation available to the Purchaser prior to or at the same time as the delivery.

b. The Purchaser is free in its use of that documentation, including duplicating it for its own use.

14 Liability:

a. Improper performance of the Supplier will render the Supplier in default immediately, without notice of default being required. Without prejudice to any other rights of the Purchaser, the Supplier is liable for any and all damages that the Purchaser or a third party sustains as a result of a defect in the Products as a result of which it does not provide the safety or have the characteristics on which the Parties have agreed or that the Purchaser and/or the user of the Products is entitled to expect.

b. Without prejudice to any other rights of the Purchaser, the Supplier is liable for any and all damages that the Purchaser or a third party sustains as a result of an act or omission on the part of the Supplier, its Personnel or any third parties that it has engaged in connection with the performance of the Agreement, including any damages (including indirect damages) as a result of the Supplier's failure to comply with its obligations or its failure to do so in a timely manner and/or properly.

c. Without prejudice to any other rights of the Purchaser, the Supplier indemnifies the Purchaser against claims brought by third parties for compensation of damage on the ground of liability within the meaning of the preceding two subsections and will reach a settlement with such third parties immediately at the Purchaser's request, or will defend itself at law against such claims instead of or together with the Purchaser, the foregoing at the Purchaser's discretion.

d. The Supplier will take out adequate insurance and will maintain such insurance against liabilities as referred to in this article and will allow the Purchaser to inspect the relevant insurance policy/policies upon request. The Supplier must have Suppliers' all risk (CAR) insurance that automatically provides cover for any and all purchase orders and Agreements with respect to the Supplier's supply of the Products.

e. The above provisions will not detract from the Purchaser's right to compensation of any and all losses and expenses ensuing from the Supplier's failure to perform or from its anticipated failure to perform,



unless the Supplier cannot be held responsible for the failure (force majeure). Failures that will be considered improper performance will at any rate include: those arising from transport problems, illness of Personnel, strikes, stagnation in the Supplier's or its suppliers' business, other shortcomings of suppliers and product shortages. The Supplier shall immediately inform the Purchaser of any event of force majeure experienced by the Supplier, while submitting relevant evidence of the existence of the event.

f. Except where any liability results from gross negligence or willful misconduct of the executive management of the Purchaser or its affiliates respectively, the Purchaser and its affiliates will not be liable to the Supplier or any third party for any indirect, special, incidental, consequential or punitive damages (including lost time, lost profits or lost sales) arising from any transactions under the purchase order or any supplemental agreement

15 Confidentiality and prohibition against disclosure:

a. The Supplier and its Personnel will keep during the term of the Agreement and for a period of five (5) years after the end of the Agreement confidential the existence, the nature and the content of the Agreement in addition to any and all other business information with respect to the Purchaser, the Agreement, the Parties' cooperation and relationship and will not disclose anything thereof without the Purchaser's written permission to do so.

b. In the event that the Supplier violates the provisions contained in the preceding subsection the Purchaser will impose a penalty on the Supplier that will be due on call in the amount of EUR 25,000 for each violation, and EUR 5,000 for each day that the violation continues. The Supplier will pay the amount of the penalty immediately after the violation has been discovered and the Supplier has been notified of it. The foregoing shall be without prejudice to any other rights of the Purchaser by virtue of the Terms and Conditions, the Agreement or by law, including but not limited to claim specific performance or full damage where the actual damage incurred exceeds the foregoing penalty amounts.

c. If appropriate the Purchaser will be entitled to dissolve the Agreement in full or in part without any notice of default or judicial intervention being required.

16 Transport and packaging:

a. The Supplier must pack the Goods properly for shipment to the delivery address. The Purchaser is entitled at all times to return the packaging materials (including the transport packaging materials) to the Supplier at the Supplier's expense.

b. The Supplier shall collect all packaging materials used for the delivery or have the materials collected from the Purchaser at the Purchaser's first request, without being entitled to charge any costs in this respect.

c. It is the Supplier's responsibility to process or destroy the packaging materials (including the transport packaging materials).

d. In the event that packing materials are processed or destroyed at the Supplier's request, that will be done at the Supplier's risk and expense.

e. In offering the Goods to be delivered for transport or in transporting them, the Supplier shall comply with any and all applicable rules and regulations in all countries through which the Goods to be delivered pass. The Supplier shall furnish all information required and desired by the Purchaser on the Goods, including but not limited to any information regarding or required for their handling, import, custom clearance or taxation.

f. Apart from the delivery address, the product names and code numbers used by the Purchaser with respect to the Goods to be delivered must be stated on all accompanying consignment papers with respect to the Goods. Failure to do so will entitle the Purchaser to reject the Goods

17 Compliance, order, safety and the environment:

a. The Supplier shall be responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to these Terms and Conditions and any Agreement, including those governing trans-border sales, importation, storage, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to Supplier. The foregoing also includes all applicable export control and economic sanctions laws.

b. In particular, the Supplier guarantees, represent and undertakes that no member(s) of the Supplier nor any of the Supplier's agents, officers or any other third parties on its behalf, has offered, given, demanded, requested, accepted or agreed to any undue pecuniary or other advantage of any kind (or implied or inferred that they will or might do any such thing at any time in the future) in any way connected with any Agreement or contract between the Parties (or any related parties). A breach hereof will entitle the Purchaser to dissolve any Agreement with immediate effect and without liability to the Supplier. The Supplier furthermore guarantees that neither it nor any owner, partner, officer, director or Personnel of the Supplier or of its affiliates (collectively, "Representatives") is an official or employee of any Authority. The Supplier will notify the Purchaser in writing prior to any Representative becoming an official or employee of an Authority, and such individual will not perform Services without the Purchaser's prior written consent.

c. The Supplier guarantees that neither it, nor any of its affiliates or their respective agents, subcontractors, or Personnel 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) participating in clinical research, (B) participating in or furnishing goods or services for any government program, or (C) participating in any government procurement or non-procurement program. The Supplier will notify the Purchaser immediately of any breach of this guarantee or if the Supplier learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of notice, the Purchaser may elect to immediately terminate any purchase order or Agreement without liability to the Supplier.

d. The Supplier guarantees that it shall, at its sole cost and expense, promptly comply with all reasonable information requests from the Purchaser, in the form and format requested, regarding the source and chain of custody of any Conflict Minerals present in Goods. The Supplier shall conduct reasonable due diligence and inquiry to gather such information, and certify that, to the Supplier's best knowledge, such information is true, accurate and complete. The Supplier shall immediately contact the Purchaser in the event of any changes to such information. "Conflict Minerals" means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin, and tungsten as further defined in applicable US or Dutch legislation including related implementing regulations.

e. The Supplier shall be responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to product safety, including but not limited to (any legislation implemented further to the) General Product Safety Directive 2001/95/EC as amended from time to time and any successor thereof.

f. The Supplier and its Personnel, in addition to third parties that it engages, are obliged to comply with the statutory regulations governing safety, health and the environment. The Purchaser's company rules and regulations in the field of safety, health and the environment must also be complied with. A copy of those rules and regulations will be made available to the Supplier immediately free of charge upon request.

g. In the event that safety information sheets are available for a product and/or packaging, the Supplier will be obliged to supply those sheets. Safety information sheets must be provided free of charge at the time of the first Delivery of and/or change to the product. The Supplier must comply with the provisions contained in EC Directive 91/155/EEC (as amended from time to time) and any successors thereof.

h. Any work to be performed by the Supplier at the Purchaser's place of business that could harm the environment as a result of emissions into the air, water or soil must be explicitly reported in writing to the environmental expert of the relevant organizational unit at least 10 working days prior to the delivery. Notwithstanding the above-mentioned written notification to the Purchaser, the Supplier will be liable for any damages of the Purchaser and/or third parties as a result of the above-mentioned work and the Supplier indemnifies the Purchaser against any and all claims brought by third parties resulting from such work in any manner whatsoever.

i. The Supplier must actively endeavor to ensure that there is decreased harm to the environment as a result of its products, packaging materials, raw materials and consumables.

h. The Supplier guarantees that, taking into account among other things the state of the art and the nature of any (personal) data to be processed, it has implemented appropriate procedural, technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. The Supplier guarantees that it shall comply with any obligations ensuing from the Dutch Data Protection Act, applicable guidelines of the Dutch Authority Personal Data and any instructions of the Purchaser.

j. The Supplier shall comply with any and all applicable laws, regulations and collective (labor) agreements (if any) with respect to the performance of the any Agreement. In particular, the Supplier shall

- lay down in a transparent and accessible way any and all employment terms and arrangements with respect to the performance of any Agreement;
- upon request provide the competent authorities with access to those employment terms and arrangements and shall cooperate with any inspection, wage validation or audit;
- upon request provide the Purchaser with access to those employment terms and arrangements if the Purchaser deems this necessary with respect to the prevention of or handling of (back) wages claims with respect to any work performed for any Agreement;
- impose the above obligations upon all contractors with respect to and/or any other parties engaged with respect to any Agreement;
- provide in its contracts with such contractors and third parties that the latter shall impose the above obligations in any contracts they will conclude with any contractors or other third parties they use or engage with respect to the performance of any Agreement.

Furthermore, in case of any clear abuse of underpayment the Purchaser shall have the right to apply efforts to have this abuse solved. the Purchaser may take action towards the relevant level in the chain in view of payment of any wages due. The Purchaser may for example (request an) audit (with respect to) the relevant level in the chain, and may require information, may require that any execution conditions and contractual provisions are met and may act as a mediator.



k. The Supplier must immediately notify the Purchaser in writing of any recall that impacts the Goods. The Supplier will reimburse the Purchaser for any losses, damages, liabilities, costs and expenses incurred by the Purchaser or its affiliates in connection with any such recall.

k. The Supplier shall obtain all permits and approvals as necessary in connection with the sale and delivery of Products.

18 Audit:

a. The Supplier shall maintain appropriate documentation necessary to demonstrate its compliance with any Agreement and as otherwise necessary to comply with applicable law. At any time during and within one (1) year following the termination of any Agreement, upon reasonable notice (being no less than two (2) weeks), during normal business hours and no more than once per annum, the Purchaser will have the right to audit the Supplier's books, records, documents, reports and other materials related to any Agreement for the purpose of verifying its compliance with the terms of such Agreement. The Supplier shall render any cooperation necessary with respect to such audit.

19 Miscellaneous:

a. 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.

b. Any waiver by the Purchaser of any rights or obligations under any purchase order or Agreement must be in writing and signed by the 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 the Purchaser does not constitute a waiver of any of the rights of the Purchaser.

c. If any provision of the Terms and Conditions, purchase order or Agreement is held to be invalid or unenforceable, the other provisions will not be affected by such invalidity or unenforceability.

d. All provisions of any Agreement that by their nature should survive termination or cancellation, including those regarding audit, guarantee, confidentiality, and liability, as well as any accrued obligations, will survive any termination or cancellation of the Agreement; unless expressly agreed otherwise in these Terms and Conditions, the guarantee shall survive any delivery or performance by the Supplier or inspection, acceptance or payment for the Products by the Purchaser.

e. The Supplier acknowledges that the Purchaser is or may be required by applicable laws and regulations to report payments and transfers of value made to certain health care professionals and organizations, including, but not limited to, costs of meals and travel. If the Supplier makes any such payments on the Purchaser's behalf, the Supplier 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.

20 Disputes:

a. Any disputes between the Parties with respect to the Terms and Conditions, any Agreement, any Product and/or any ensuing agreement, including one that only one of the Parties considers a dispute, will be resolved by means of consultations to every extent possible.

b. In the event that the Parties cannot resolve a dispute, the dispute will be exclusively resolved by the competent court of Amsterdam, the Netherlands.

21 Applicable law:

a. The Agreement and any and all agreements in connection therewith are governed exclusively by Dutch law. The provisions of the UN Convention on Contracts for the International Sale of Goods ("CISG") do not apply.

Supplemental terms and conditions with respect to Services

22 General:

a. The following provisions apply in addition to Articles 1 to 21 if and in so far as the Agreements relates to the delivery, on any basis whatsoever, of Services.

b. The Supplier shall perform the Services for the compensation and on the terms and conditions as agreed between the Parties.

c. The Supplier shall perform all Services in accordance with the Agreement, these Terms and Conditions and any specifications agreed upon between the Parties. The Supplier shall perform the Services using its best skills, care and efforts, and in a professional manner consistent with industry practices relating to the Services.

d. The Supplier shall be responsible for any Personnel that perform the Services on behalf of the Supplier. The Supplier shall be solely responsible for the supervision of, daily direction and control over any Personnel. The Supplier shall ensure that each member of the Personnel complies with these Terms and Conditions.

e. Agreed times for the performance of the Services are of the essence, unless expressly otherwise agreed in writing. The Supplier must notify the Purchaser promptly, in writing, of any and all circumstances that are expected to cause the agreed delivery term to be exceeded. Such notification does not release the Supplier from its obligations with respect to the agreed delivery time or from its liability in that respect.

23 Permits & licenses:

a. The Supplier represents and guarantees that it is fully licensed and/or certified experienced in and familiar with all aspects of the Services and is properly qualified to perform the Services. The Supplier has and shall maintain, at its costs and expense, any and all permits, licenses and registrations that are or which may become necessary for performance of the Services and any other of the Supplier's obligations under these Terms and Conditions. Supplier shall be responsible for all applicable fees, assessments and taxes relating to such permits licenses or registrations.

Supplemental terms and conditions with respect to the performance of work and/or the contracting of work

24 Supplemental definitions:

a. The following provisions apply in addition to Articles 1 to 21 if and in so far as the Agreements relate to, on any basis whatsoever, the performance of work and/or the contracting of work.

25 Term of performance:

a. The Supplier shall perform the Agreement strictly on time or within the agreed time. Agreed times for the performance of the work are of the essence, unless expressly otherwise agreed in writing.

b. Unless other arrangements ensue from the Agreement, the Supplier shall perform the work during the Purchaser's regular working hours. However, the Purchaser may require the Supplier to perform work outside such working hours. In that event, the Supplier will be allowed to add a surcharge only if this has been agreed in advance.

c. The compensation agreed by the Parties will be regarded as full compensation, including all related costs and expenses, for the work performed.

26 Duration of the Agreement:

a. Unless otherwise agreed in writing, each Agreement will be entered into for one specific and specified job. If an Agreement is entered into for an indefinite period of time, the Purchaser shall be entitled to terminate such Agreement at any time at its discretion by observing a one (1) month written notice, without prejudice to right to terminate against an earlier date as provided by law.

b. If the Purchaser places orders with the Supplier on a regular basis, such will not entitle the Supplier to claim that it has a continuing performance contract whose termination requires the giving of notice.

c. The Purchaser is entitled to terminate the Agreement prematurely in full or in part at any time. In that event, the Purchaser will never be obliged to more than (i) payment for the work actually performed in the event of periodic payment; or (ii), in the event of a fixed contract sum, payment of a proportional part of the compensation agreed, based on the contractual term that has already elapsed and the work that has already been performed.

d. The Supplier will not be permitted to terminate a fixed-term Agreement.

27 Obligations of the Supplier:

a. The Supplier shall perform the work exercising the due care required of a diligent contractor. The Supplier guarantees that, in performing the Agreement, it, its Personnel and any third parties that it employs with the Purchaser's consent will strictly observe the instructions and wishes of the Purchaser or other natural persons or legal entities designated by the Purchaser.

b. The Supplier guarantees that the result envisaged for the work or project shall be achieved and that the result of the work to be performed by it or on its behalf will meet the specifications and qualifications set by the Purchaser. The work must be performed in a proper and sound manner and in accordance with the provisions of the Agreement.

c. The Supplier will perform the work entirely at its own risk. The Supplier is responsible for properly completing the work independently and at its own responsibility.

d. The Supplier guarantees that its Personnel meet and will continue to meet the normal requirements of training, expertise and experience, considering the nature and content of the project, for the duration of the Agreement.

e. The Supplier must, at its own expense, arrange for the supply and removal of any materials required.

f. If the Purchaser so desires, a responsible person designated by the Supplier will always be present at the work site during the performance of the work by the Supplier. That person's name must be known to the foreman designated by the Purchaser. Upon commencement, interruption or termination of the work, that person must report to the foreman designated by the Purchaser, who will assess whether the Supplier has acted in conformity with the arrangements made in this matter.

g. The Supplier shall arrange for any permits or licenses that may be required in connection with the performance of the Agreement.

h. The Supplier guarantees that the Personnel employed to perform the Agreement will do so in accordance with any special requirements to be set by the Purchaser or, absent such special requirements, in accordance with stringent requirements of professionalism and expertise, and it guarantees that the Personnel will also observe any and all company rules and regulations of the Purchaser in performing the work. The Supplier is required to acquaint itself with such rules and regulations prior to performing the work. A copy of those rules and regulations will be provided to Supplier on request.

i. The Purchaser (itself, through its designated foreman or otherwise) may require that Personnel who, in the Purchaser's reasonable opinion, do not



meet the above requirements be removed and replaced as soon as reasonably possible.

j. The Supplier is required to provide the Purchaser with a list of the persons involved in the work in a timely fashion. Supplier's Personnel must be able to identify themselves at all times. The Purchaser may set further rules in this respect.

k. If the Supplier performs its obligations improperly or commits a wrongful act vis-à-vis the Purchaser or a third party, it will be obliged to indemnify and reimburse the Purchaser for the loss thus incurred by it.

l. The Supplier shall fully indemnify the Purchaser against any claims for damages in connection with the performance of the Agreement that may be asserted by third parties (including Supplier's employees).

28 Performance of the work & sites:

a. Before the work is commenced, the Supplier must acquaint itself with the circumstances on the site and in the buildings where the work must be performed that may affect the performance of the Agreement. In particular, the Supplier and its Personnel must familiarize themselves with the content of the rules and regulations that apply at the Purchaser's sites and in the Purchaser's buildings, including the rules and regulations governing safety, health and the environment, and they must act in accordance with those rules and regulations. The Purchaser will make a copy of those rules and regulations available to the Supplier at its request.

b. Any delay in the performance of work due to circumstances as referred to in a will be entirely for the Supplier's account and risk.

c. The Supplier and its Personnel may access the relevant sites only with the Purchaser's prior approval. The Supplier shall ensure that its presence at the Purchaser's site and in the Purchaser's buildings does not impede the smooth continuation of the Purchaser's or third parties' operations.

d. The Supplier shall lend its assistance in keeping the building site clean, regardless of whether the Agreement involves Services being rendered or work contracted out. In particular, it will be obliged to always properly clear away any rubble and waste resulting from the work, packaging material, residual material, as well as used tools, materials and used goods. The Supplier is responsible for the removal of any hazardous substances.

e. The Purchaser is authorized to inspect and approve all the goods, the equipment, the ancillary materials and the material that the Supplier uses in connection with the performance of the Agreement. However, the Supplier will bear the risk of those goods, equipment, ancillary materials and material. This risk will include the risk of theft, loss, etc.

f. Any work will be deemed to have been delivered only after the Supplier has notified the Purchaser either in writing or orally that the work has been completed and the persons designated by the Purchaser have approved the work and notified the Supplier accordingly in writing. Until the moment of delivery, the Supplier will perform the work at its own risk. The Supplier will be entitled to charge any additional work only with the Purchaser's prior written approval.

g. Unless otherwise agreed in writing, a maintenance term of 18 months will apply after delivery in the case of contracting. The Supplier must repair any defects appearing during the maintenance term free of charge and as soon as possible, without prejudice to the Purchaser's right to charge the Supplier for the loss caused by the defects and without prejudice to the Supplier's liability for defects and losses that occur after the maintenance term has expired.

29 Variations in the agreed work and modifications:

a. Additional work means the performance of work that the Supplier is not obliged to perform under the Agreement. The Purchaser is obliged to pay the Supplier for additional work only if the Purchaser has agreed on the additional work in writing. The compensation payable for additional work will also be determined in this additional Agreement.

b. Work will be omitted from the originally agreed work if there are circumstances due to which the Supplier cannot perform or has not performed all of the agreed work, and this fact cannot be attributed to the Supplier. If work is omitted from the originally agreed work, the Supplier must notify the Purchaser as soon as possible. Unless otherwise agreed, an omission of work from the originally agreed work will result in a reduction of the compensation that the Purchaser owes the Supplier that is proportional to the work omitted and the other cost savings for the Supplier.

c. The Purchaser may at all times reasonably modify the agreed work. If a modification results in work being omitted from the originally agreed work, the compensation that the Purchaser owes the Supplier will be reduced in proportion to the work omitted and the other cost savings for the Supplier.

30 Payment

a. The Purchaser will make payment only after and as soon as the work performed by the Supplier has been completed to the Purchaser's satisfaction and after the Supplier has demonstrated immediately upon request by the Purchaser that the Supplier has paid the Personnel who were engaged to perform the work any and all amounts owed to them.

31 Taxes and social security contributions:

a. The Supplier undertakes to fulfil its statutory obligations to pay the social security contributions and (wage) tax due in connection with orders placed with it and, to the extent applicable, to strictly comply with any applicable law.

b. If, under law or regulation, the Purchaser can be held liable for any social security contributions and wage tax (including national insurances and any penalties and late payment interest related to the taxes) or value added taxes payable by the Supplier, and the Purchaser is required to pay the said taxes and contributions after being held liable for taxes and contributions not paid by the Supplier, or any Supplier coming after it in the sequence of

contracts (such as in the case of subcontracting), the Purchaser may claim the total sum from the Supplier, without prejudice to the Purchaser's statutory rights vis-à-vis third parties in the case of subcontracting.

c. The Purchaser will at all times be entitled to withhold the amount payable under law from any amount that it is required to pay to Supplier, so that it may pay the amounts referred to in the previous paragraph directly to the authorities in question and thereby fulfil its payment obligations. The Supplier shall cooperate with any measures at the Purchaser's first request, so that the Purchaser can pay the part of the amounts payable to the Supplier that are intended for the payment of social security premiums and taxes.

d. The Supplier shall allow the Purchaser to inspect its salary accounts and, at its first request, to enable the Purchaser to verify whether Supplier complies with its obligations towards the tax authorities or any other relevant authorities under this provision.

32 Legislation on employment by foreign nationals:

a. The Supplier will fulfil and comply with any obligation resulting from and in connection with legislation on employment by foreign nationals, including but not limited to obtaining work permits and residence permits, as required for the performance of the work. If the Purchaser will be held liable for any penalty or any penalty will be imposed upon the Purchaser resulting from or in connection with the non-compliance of the Supplier with its obligations under such legislation, the Purchaser may claim the total sum of any such penalty from Supplier, without prejudice to any other rights of the Purchaser vis-à-vis Supplier and such penalty will be due and payable as the date of the notification of such claim.

b. The Purchaser will at all times be entitled to withhold any penalty as referred to in this provision and any damages (including costs and interest) from any amount that it is required to pay to the Supplier.

33 Personnel:

a. The Supplier will be liable for any loss that the Purchaser may incur due to mistakes made by Personnel, who work with the Purchaser on a structural basis or otherwise, without prejudice to the above provisions.

b. If the Purchaser pays the Supplier on an hourly basis, the Supplier will be entitled to charge only the hours actually worked by the relevant Personnel. In the event of doubt, the Supplier must prove that the Personnel in question has actually worked for the stated number of hours.

c. If Personnel falls ill, Supplier must ensure that it provides a replacement as soon as reasonably possible upon the Purchaser's first request.

Supplemental terms and conditions with respect to Software

34 General:

a. The following provisions apply in addition to Articles 1 to 21 if and in so far as the Agreement relates to the delivery, on any basis whatsoever, of software (including software applications ("apps"), websites or other online platforms).

b. The Supplier guarantees that the software delivered and/or produced does not violate any third-party right and indemnifies the Purchaser against all damage resulting from claims of third parties on the ground of such (alleged) violation.

c. The Supplier grants the Purchaser an irrevocable, worldwide, non-exclusive and perpetual license to use the software, including storing, copying, maintaining and supporting the software (including any interfaces between the software and any third party hardware and software). The license includes but is not limited to (i) use or application of the software at a central process unit or other device, (ii) use of the software for test and development activities, (iii) processing and copying any documentation with respect to the software for use within the Purchaser's organization, and (iv) preparing a reasonable number of copies for the benefit of use, tests, development, training, archiving, maintenance, back-up etc.

d. The license shall apply to the software and any and all applications and functionalities created by the software, even if the Agreement or the documentation does not provide such.

e. The license shall take effect upon acceptance (if agreed upon), the date of delivery or the agreed upon date of entry into force.

f. The Purchaser shall not be required to and the license shall not entail an obligation to purchase from the Supplier maintenance or any other services with respect to the software.

g. Access to and use of the software by the Purchaser's customers shall be permitted under the Agreement, provided this access and use occurs in connection with the Purchaser's service to its customers.

h. If the Purchaser subcontracts any assignments or jobs to a third party, the Purchaser may transfer any rights with respect to the software to such third parties without the Supplier's consent or approval, provided that such third parties only use the software for activities or work for the Purchaser.

i. The Purchaser is entitled to transfer the license or any individual rights of use thereunder to any or more of the Purchaser's affiliates, provided that the Purchaser shall not longer use the software and the relevant affiliate confirms that it will be bound by the agreed upon terms and conditions.

35 Delivery and installation:

a. The software shall be delivered entirely complete and ready for use on the agreed dates. The Supplier shall inform the Purchaser in its offer – and after the offer has been made – if a newer version of the software in question is placed on the market. Unless otherwise agreed in writing, if new software is delivered, the latest release of that software will be delivered. All tools that are required for sound operation, additional documentation



and application software will also be delivered, even if that has not been agreed in so many words.

b. The Purchaser shall be entitled to perform an acceptance test of the software. The test period will expire 4 weeks after delivery and completion of the installation. During the test period the Purchaser must be able to continue the use of the software. The software shall only be deemed accepted if the Supplier will have repaired or fixed any defects or bugs of the software. The Purchaser's (continued) use of the software during the test period shall not constitute the Purchaser's acceptance thereof. Any defect or bugs found during the test period shall be repaired or fixed, and the test period shall be extended for the period that such repair or fix has been completed. Any and all costs and damage with respect to the defect and bugs of the software, including the costs of repair, shall be borne by the Supplier. The Purchaser shall be entitled to, without any liability to the Supplier, terminate or dissolve any Agreement with respect to software if an acceptance test is not successfully completed within 3 attempts.

c. If it follows from the Agreement with the Supplier that installation will also take place, the Supplier will inform the Purchaser in a timely manner of the time that will be involved in completing the installation, as well as the consequences for the operation of the Purchaser.

d. The Supplier guarantees that the software to be delivered is compatible with the automation and/or operating systems already present at the Purchaser.

e. The Supplier guarantees that (i) the software is free from defects and bugs, (ii) the Supplier has thoroughly tested the software using state of the art programs and antivirus scanners, (iii) the software is complete and ready for use, (iv) the software is suitable for the purpose mentioned by the Purchaser to the Supplier, (v) the software will not contain, at the time of delivery to the Purchaser or its affiliates, any computer virus or other similar harmful, malicious or hidden program, and (vi) the software is in conformity with the respective Agreement and meets any specifications. Furthermore, the Supplier guarantees that it is able and prepared to maintain the software for a period of 7 years from the latest of delivery, installation or acceptance. If the Supplier works on the basis of releases, the Supplier shall maintain the most recent release and the one preceding that. Older versions will be maintained for a minimum period of 18 months after the introduction of a new release.

d. Any defect in the software will be repaired free of charge within 24 hours. If the software does not function properly, whether or not in combination with other software, it will be considered faulty and the Supplier will be considered to be in default.

e. If the software has been produced at the instructions of the Purchaser (known as "custom-made work"), all rights will vest in the Purchaser and, in so far as necessary, will be transferred to it at its first request. The source codes and object codes will be made available to the Purchaser at its first request. The software produced will be stored only for the benefit of the Purchaser and will be delivered only to the Purchaser. The Supplier may not use the know-how created or developed at the instructions of the Purchaser for orders issued by third parties or otherwise.

f. Unless agreed otherwise in writing, software upgrades and the provision of tools documentation and application software described above will be free of extra charge.

36 Escrow:

The Supplier shall at the request of the Purchaser within 30 days from the date of this request enter into an escrow agreement under which a copy of the software and the source code and the object thereof are put in depot with an escrow agent or any other designated third party. If this escrow agreement has not taken effect within this 30 day period and/or a copy of the software, the source code and object code have not been put in depot with the escrow agent or any other designated third party, the Purchaser shall be entitled - without liability towards the Supplier - to dissolve or terminate any Agreement with the Supplier with immediate effect. In that case the Supplier shall reimburse any amounts received from the Purchaser.