

Abbott – Global Purchasing Services

Title: Terms and Conditions

Attachment A: Purchase Order Terms and Conditions for Goods and Materials
(For sites in the United States)

The Abbott Purchase Order Terms and Conditions shall apply to all Transactions in which Abbott is the purchaser hereunder.

1. "Abbott" means Abbott Laboratories or any specified subsidiary of Abbott Laboratories. Abbott Laboratories reserves the right to extend the terms of this Purchase Order to any of its subsidiaries. Terms and conditions contained in any Abbott purchase form used in conjunction with this Purchase Order are incorporated herein by express reference.
2. Vendor makes all warranties contained in the Uniform Commercial Code and in addition Vendor warrants and represents that the materials and/or services described herein shall be of the quality and specifications stated herein. Said materials shall be free from all defects in design and workmanship. All purchases are subject to inspection and rejection notwithstanding prior payment. Rejected material will be returned at Vendor's expense for transportation both ways and all related labor and packing costs. No goods returned as defective shall be replaced without the written permission of an authorized agent of Abbott.
3. Vendor hereby agrees to indemnify and hold harmless Abbott from all losses, liability, damages and/or expenses which may be sustained or claimed against Abbott (i) arising out of the use of negligent services or defective material hereby ordered; (ii) arising from injury to Vendor employees while in the course of providing services or materials to Abbott; or (iii) arising from Vendor's use of automobiles, trucks, heavy equipment, or other vehicles in the course of providing services or materials to Abbott. Vendor shall at the request of Abbott defend any such claim, action, or lawsuit.
4. Vendor warrants that the prices set forth herein are as low as any net price now given by Vendor to any other customer for like materials and quantity and agrees that if during the term of this Purchase Order lower net prices are quoted to anyone for similar materials such lower net prices shall be from that time substituted for the prices contained herein.

If during the term of this Purchase Order Abbott is able to purchase products of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein, Vendor upon receipt of satisfactory written evidence of same shall, at its option, meet such lower price or permit Abbott to purchase the undelivered portion hereunder at such lower price. The quantity so purchased by Abbott from others shall be deducted from the quantity covered by this Purchase Order

5. Vendor guarantees that the materials to be delivered hereunder were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938 as amended, including specifically Sections 6, 7, 12, and 15, and all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and **MUST SO CERTIFY ON ALL INVOICES.**

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6. Vendor warrants that the goods sold hereunder and every element thereof, the method of manufacture thereof, and the use of such goods in the customary manner or in a manner suggested or recommended by Vendor or in a manner intended by Abbott and which is known to Vendor do not infringe on any U.S. or foreign patent, trademark, or copyright and agrees to indemnify and hold harmless Abbott and its employees against any damages, liability, cost, or expense, including reasonable attorney's fees, resulting from any claim or proceeding alleging such infringement, provided Abbott gives Vendor notice thereof and permits Vendor, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings.
7. Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by Abbott or in Abbott's possession and disclosed to Vendor as a result of this order. Until such information has been published or disclosed to the general public, Vendor agrees not to use such information for itself or others or to disclose such information to others and then only with Abbott's prior written consent.
8. Vendor warrants that all materials furnished under this Purchase Order, when used by Abbott in the ordinary manner for which they are intended, shall not violate the applicable provisions of the Occupational Safety and Health Act of 1970, as amended, or any standards or regulations issued there under.
9. To the extent applicable, the clauses with respect to government contracts set forth at 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal employment opportunity), 60-1.40 (affirmative action compliance program), 60-1.8 (non-segregated facilities), 60-250.4 (employment of veterans), 60-741.4 (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns). Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. Acceptance of this Purchase Order constitutes certification of compliance by the Vendor to Abbott.
10. If materials ordered herein are classified as "drugs, medicines or chemicals" and are to be shipped at Abbott's expense, a released value not exceeding \$2.05 per pound (or current NMFC value) should be declared.
11. All or any part of this Purchase Order may be cancelled by Abbott if shipment or delivery is not made by the date specified on the face hereof. Further, all or any portion of this Purchase Order may be cancelled or suspended by Abbott without liability, if such cancellation or suspension is caused by compliance with any law, order, regulation, request or imminent action of any government entity.
12. Vendor shall promptly notify Abbott if Vendor decides or is forced to cease its operations or to discontinue the manufacture or supply of the materials ordered hereunder. In such event, Abbott may, to the extent possible, purchase additional materials from Vendor under this Purchase Order in order to meet Abbott's needs for such materials.
13. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or materials, whichever is later.
14. Vendor guarantees that no article delivered hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any

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applicable state or municipal law in which the definitions of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of such shipment or delivery, or is an article which may not, under the provisions of said Act, be introduced into interstate commerce. Vendor also guarantees that no article delivered hereunder is a misbranded hazardous substance or a banned hazardous substance within the meaning of the Federal Hazardous Substances Act.

15. Any other statement, notice or agreement to the contrary notwithstanding, any written acknowledgement of this Purchase Order or the shipment of any material or the furnishing of any services pursuant to this Purchase Order shall constitute acceptance by Vendor of each and all of the expressed terms and conditions stated herein and on the face hereof. This Purchase Order shall constitute the entire agreement between the Vendor and Abbott. It may not be modified without prior written acceptance from any authorized buyer of Abbott. There may be no substitutes, or variations from specifications or instructions, or partial shipments, without prior written approval from an authorized buyer of Abbott. If any or all of the terms and conditions contained herein are not acceptable, THE VENDOR SHALL ADVISE ABBOTT IN WRITING upon receipt of this Purchase Order and shall withhold shipment until the matter is adjusted.
16. The validity and interpretation of the agreement between Abbott and the Vendor shall include the terms and conditions of this Purchase Order and shall be governed by the laws of the State of Illinois, USA, but without reference to the principles of choice of law. The application of the UN Convention on Contracts for the International Sales of Goods (1980) is excluded.
17. In those cases where articles described on the reverse are exempt from state and local sales and use taxes, the undersigned hereby certifies that all tangible personal property described on this Purchase Order is:
 1. Purchased for purposes of resale as tangible property either in the same form as purchased or as an ingredient or constituent part of goods produced for resale by the undersigned within the meaning of the Sales or Use Tax Laws, or
 2. Purchased for exempt use as provided by the Sales or Use Tax Laws of the State of destination of the tangible personal property, or
 3. Purchased under a certificate of authority issued by the State of destination to purchase personal property without payment of tax to vendors.

Accordingly, the property described on this Purchase Order is not subject to sales or use taxes. The undersigned further certifies that the purchaser assumes liability for the payment of any sales or use tax incurred by the use or consumption of this property in such a manner as to render the purchase subject to tax.

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18. Debarment. Supplier represents and warrants that neither it, nor any of its affiliates, agents, subcontractors or employees (including investigators and sub-investigators, as applicable) performing services under this Agreement are or have within the past 5 years been (a) Debarred, Disqualified, or Excluded, (b) proposed to be so restricted by any government agency, or (c) 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 or regulation from (i) providing services to the holder of an FDA-approved or pending drug application, (ii) participating in clinical research, (iii) participating in or furnishing goods or services for any government program, or (iv) participating in any government procurement or non-procurement program. Supplier will notify Abbott immediately of any breach of this warranty or if it learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of notice Abbott may elect to immediately terminate this Agreement.
19. Continuing Guarantee. All Supplier Recalls and Change Notifications must be sent to the Abbott Purchasing Contact.
20. Sunshine Act. Supplier hereby represents and warrants that it shall not make any payments or other form of compensation or provide any benefit to any Physician or Teaching Hospital as defined by the Sunshine Act. The Sunshine Act means the Patient Protection and Affordable Care Act of 2010 (as amended), including but not limited to Section 6002 thereof which added Section 1128G to the Social Security Act of 1935 (as amended) and all applicable final rules and regulations promulgated thereunder and Abbott policies related thereto.
21. Equal Opportunity. Federal Contractor Requirements. This order/contract is 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 is 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.**