

Approved PO Terms and Conditions

Purchase Order Terms and Conditions

1. Incorporation of Terms and Conditions. This Purchase Order ("PO") is an offer by Buyer for the purchase of goods ("Goods") and/or services ("Services") to be provided by the party to whom this PO is addressed ("Supplier") in accordance with, and subject to, these terms and conditions, together with any additional terms and conditions that may be set out on the face of this PO ("Terms"). Any Supplier terms and conditions that are in addition to, or different from, those contained herein, unless separately accepted in writing by Buyer, are rejected and are of no force or effect. If any part of the Goods and/or Services have been shipped, delivered, and/or provided, Supplier shall be deemed to have assented to these Terms. These Terms will apply to any repaired, replaced, or re-performed Goods and/or Services supplied by Supplier under this PO.

2. PO Acceptance. For this PO to be binding, Supplier must return an acceptance copy to Buyer within 48 hours of receipt of a PO, confirming price, quantity, and/or description of Goods and/or Services, and delivery or performance dates. If Supplier does not return an acceptance copy within such period, Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies Buyer to the contrary in writing within 48 hours of receipt. Upon PO acceptance, Buyer is not obligated to any minimum, recurring, or future purchases of Goods and/or Services, except as otherwise expressly set forth on the face of this PO. Buyer may withdraw this PO at any time before Supplier accepts it. After acceptance, Buyer may cancel this PO at any time for any reason (including, without limitation, for its convenience) prior to shipment of Goods or start of performance of Services without incurring any liability to Supplier. Withdrawal or cancellation will be immediately effective on receipt of written or electronic (e.g., e-mail or facsimile transmission) notice to Supplier. No payment will be made for any Goods or Services not covered by, or in quantities greater than, specified in any Order, unless such excess goods and/or services are authorized in writing by Buyer.

3. Timely Delivery. Provision of Goods and/or Services shall be made when stated, on time and in full, and failure to perform in a timely manner (including, without limitation, late delivery), unless waived by Buyer in writing, shall entitle Buyer to (a) terminate this PO; (b) reject late performance; or (c) procure Goods and/or Services elsewhere; and in any such event, hold Supplier accountable for damages arising therefrom. As a condition to Buyer accepting late delivery, Supplier may be required to expedite shipment, in which case Supplier shall incur the extra cost of expedited shipment. Supplier shall deliver the Goods and/or Services strictly in accordance with the dates and requirements set forth or referenced on the face of this PO and the other terms and conditions set forth herein, including but not limited to the shipping, labeling and packaging requirements set forth at <https://diagnostics.roche.com/content/dam/diagnostics/us/en/support/GSC-QAP-0001.pdf>, temperature and stability guidelines, and any other specifications, requirements and statement(s) of work. Delivery of Goods must include a packing slip, certificate of conformance or analysis, commercial invoice (if applicable) and any other requested documentation.

4. Title and Risk. The risk of loss of and damage to Goods ordered hereunder shall remain with Supplier until such time as the Goods have been fully delivered and accepted by Buyer at the Delivered At Place (DAP) (named place of destination) Incoterms 2020 specified on this Order, or if no DAP (named place of destination) is specified, at the delivery location specified on the face hereof and any related Services have been completed. All Goods delivered hereunder must be packed in accordance with Good Commercial Practice so as to ensure safe delivery, and shall be shipped by the method directed by Buyer on this Order or separately in writing. Title to the Goods shall pass to Buyer upon the earlier of payment by Buyer for the Goods or when the Goods are delivered to the DAP (named place of destination). Supplier shall not insure or declare value on the shipment beyond the DAP (named place of destination) (or if no DAP (named place of destination) is specified, at the delivery location specified on the face hereof).

5. Inspection and Rejection of Nonconforming Goods and/or Services. Buyer has the right to inspect Goods and/or Services on or after the date delivered and/or performed. Buyer, at its sole option, may inspect or audit all or a sample of the Goods and/or Services, and if any of the Goods and/or Services are non-conforming or defective, Buyer may reject all or any part of such Goods and/or Services. Buyer has the right, effective upon Supplier's receipt of written notice, to: (a) rescind this PO in its entirety; (b) accept all or part of the Goods and/or Services at a reasonably reduced price; or (c) reject all or part of the Goods and/or Services and require replacement of the rejected Goods and/or re-performance of the Services. If replacement or re-performance is required, Supplier, at no cost to Buyer, shall promptly replace the rejected Goods and/or re-perform the Services and pay for all related expenses including, but not limited to, transportation charges for return of rejected Goods and delivery of replacement Goods. Buyer has the right to inspect replacement Goods and/or audit re-performed Services as set out in this section.

6. Supplier Undertakings. Supplier agrees, at all times, to act and perform its obligations in accordance with the Terms of this PO, with appropriate skill and diligence, in accordance with applicable industry standards and best practices, in a timely and professional manner, and in compliance with all applicable laws and regulations. If Supplier fails to comply with the above, Buyer may, in addition to any other remedies it may have in law, instruct a competent third party provider to perform this PO, and Supplier shall pay Buyer its costs and damages for having to use a third party provider.

7. Warranties and Remedies. Supplier represents and warrants that all Goods furnished pursuant to this PO (a) are owned by Supplier or Supplier has the right to transfer free and clear title to Buyer; (b) are free from defects in materials, workmanship, installation and design, even if the design has been approved by Buyer; (c) are in good working order and condition; (d) conform to the applicable specifications, drawings, quality control plans, prints, data, samples and other descriptions and instructions furnished or specified by Buyer; (e) are free from contaminants and are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (21U.S.C. 321-394) as applicable; (f) are new and merchantable; (g) will be fit for Buyer's intended use and any use or purpose expressed in this PO; (g) are free

and clear of all liens, claims, and encumbrances; (h) do not infringe, violate or misappropriate any patent, copyright or other intellectual property rights of any third party, and do not utilize misappropriated third party trade secret information; and (i) the manufacture, production, installation, sale and use by Buyer are in compliance with any and all applicable law, rules and regulations. In addition, Supplier acknowledges that Supplier knows of Buyer's intended use and warrants that Goods covered by this PO that have been selected, designed, manufactured or assembled by Supplier based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. Supplier further represents and warrants that all Services furnished pursuant to this PO (A) will be performed by personnel who have the necessary and appropriate education, background, training, and certification to furnish the Services; (B) will be performed in a good, workmanlike manner in accordance with the standard of care typically exercised in Supplier's field; (C) will be performed in accordance with all applicable laws and regulations; (D) will fully conform to the applicable specifications, drawings, quality control plans, prints, data, samples, and other descriptions and instructions furnished or specified by Buyer; (E) will be fit for Buyer's intended use and any use or purpose expressed in this PO; and (F) will be free and clear of all liens, claims, and encumbrances. All warranties will survive any inspection, delivery or acceptance of the Goods or Services, or payment for the Goods or Services delivered and such warranty shall run to the benefit of Buyer, Buyer's customers and/or Buyer's successors and assigns, and shall not be deemed exclusive of any other warranties, express or implied. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods and Services that meet the preceding standards are collectively called "conforming goods." If conforming goods are not furnished within the time specified by Buyer, then Buyer may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the nonconforming goods repaired, replaced, or corrected at Supplier's expense. Supplier is responsible for the costs of repairing, replacing, or correcting nonconforming goods, and for all related costs, expenses and damages, including but not limited to , the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming goods or of Buyer's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e. costs of additional inspection or quality-control systems). Unless set off by Buyer, Supplier will reimburse Buyer for all such costs upon receipt of Buyer's invoice.

8. Other Supplier Covenants. Supplier shall not offer, pay, or accept bribes or participate in other illegal inducements. Supplier shall conduct its business consistent with fair competition and in compliance with all applicable antitrust laws. Supplier shall employ fair business and employment practices including, but not limited to, equal employment opportunity. Buyer, as a member of the Roche Group of companies, is committed to the Roche Supplier Code of Conduct ("**Code**"). Supplier acknowledges that it is a prerequisite for doing business with Buyer that it comply with the Code which can be found under the link http://www.roche.com/roche_supplier_code_of_conduct.pdf. Supplier commits to the sustainability principles outlined in the Code and will use diligent efforts to comply with these principles in its business activities related to this Agreement. In case of material non-compliance Buyer reserves the right to terminate the contract. Buyer reserves the right to audit Supplier upon reasonable notice and at Buyer's expense

with regard to compliance with the Code, such audit to be conducted in such a way as to minimize the impact on Supplier's operations. Upon Buyer's written request, Supplier agrees to provide certification of compliance. Supplier shall also use diligent efforts to require its own suppliers to commit to the sustainability principles as outlined in the Code. Supplier, at its sole expense, will acquire and maintain in good standing, all permits, licenses, and other entitlements required by law to perform under this PO. Supplier shall maintain in full force and effect, at its own cost and expense, insurance satisfactory to Buyer and adequate to assure its obligations under this PO including general commercial liability (including contractual liability & products liability), automobile liability insurance (including non-owned automobile liability) and worker's compensation, and employer's liability insurance with such coverage and in such amounts as a reasonably prudent party would maintain to adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney fees). Supplier agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer. Supplier will not disclose to Buyer any inventions, trade secrets, or other information of third parties that Supplier does not have the right to disclose. The sale, resale, or use of the Goods furnished, and their method of manufacture, and the provision of Services, under this PO will not infringe any patents or other intellectual property rights (except insofar as such infringement necessarily arises solely from the specific design and specifications furnished by Buyer), and Supplier agrees to defend, protect, indemnify, and hold harmless Buyer, its affiliates, successors, assigns, customers, and other users of the Goods and/or Services from all damages and expenses (including, without limitation, legal fees) resulting from any claims based on actual or alleged infringement.

9. Changes to Purchase Order. Any addition, deletion, or other modification to this PO, to be effective, requires the mutual consent of Supplier and Buyer. Buyer will issue a revised PO for acceptance by Supplier.

10. Changes to the Goods or Services. All changes requested by Supplier must be approved in writing by Buyer. If any such changes cause an increase or decrease in the Price or the time required for the performance of the PO, an equitable adjustment shall be made and the PO shall be amended in writing by the parties. For further details, Supplier should contact the Buyer's procurement representative.

11. Payment Terms. Buyer shall have no obligation for payment until Buyer's receipt of the Goods and/or Services and any required documentation (including shipping documentation and an accurate and complete invoice in English). Buyer's payment is based upon the receipt of Supplier's invoice and payment will be made in accordance with the payment terms set forth on the face of the PO, from the date of receipt of an undisputed invoice.

12. Indemnification. Supplier shall defend, indemnify, and hold harmless Buyer, and its affiliates and their respective officers, directors, shareholders and employees (collectively "Indemnitees") from and against any and all liabilities, claims, or demands, whether arising in tort or in contract, including, without limitation, for bodily injuries (including death) and/or property damage, incurred or demanded by an Indemnitee, arising out of, resulting from, or occurring in connection with Supplier's negligence, willful misconduct, or breach of any of the Terms of this PO. In addition, Supplier shall be obligated to undertake, at its own expense, the defense of the legal proceedings

with respect to such liability, claim, loss, demand or expense; *provided, however*, the legal counsel selected by Supplier shall be subject to the prior written approval of Buyer. This indemnification shall be in addition to the warranty obligations of Supplier.

13. Compliance with Applicable Laws. Supplier shall comply, as applicable, with applicable federal laws, rules, regulations, and executive orders, including without limitation, relative to Equal Employment Opportunity, the utilization of small, disadvantaged, woman-owned, veteran and HUB zone businesses. This PO is subject to Executive Order 11755, Executive Order 13126, 48 CFR Section 52.222-54(e), FAR 52.219-8, FAR 52.222 -2, FAR 52.222-3, FAR 52.222-19, FAR 52.225-5, and FAR 52.225-13. Supplier agrees to provide, at Buyer's request, any and all documentation required to substantiate such compliance. Supplier confirms that Supplier is not debarred, suspended, or proposed for debarment by the federal government, and is not included in any of the Bureau of Industry and Security's Lists of Parties of Concern. With respect to certain import and export laws, Supplier shall provide to Buyer, upon request, any information that Buyer requests to comply with its CTPAT requirements, obtain an export license, classify a product for import (harmonized tariff schedule number), classify a product for export (Export Control Classification Number "ECCN" and the Schedule B under employment verification provisions prescribed by 8 U S C A 1324(a) and (b) of the Federal number) or to respond to any government inquiry. Supplier shall be in compliance with the E-Verify Program Immigration and Nationality Act and the EVerify requirements prescribed by A.R.S. 23-214(A).

Equal Employment Opportunity: Specific to Equal Employment Opportunity, this PO is subject, as applicable, to the provisions of (i) Executive Order 11246, (41 CFR Section 60-1.4 (a)); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5 (a)); **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-741.5(a), and 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity/expression or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity/expression, national origin, protected veteran status or disability.** This PO is also subject to Executive Order 13496 (29 CFR Part 471, 29 CFR Part 471 – Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. Termination. Notwithstanding Section 2 (PO Acceptance) of this PO, buyer may terminate this PO in whole or in part, for its convenience, at any time upon five (5) days prior written or electronic (e.g., e-mail or facsimile transmission) notice to Supplier. Upon receipt of such termination notice, Supplier shall promptly comply with the directions contained in such notice. In the event of a Buyer termination, payment to Supplier for Goods delivered and/or Services performed prior to termination shall be the sole remedy available to Supplier.

15. Assignment. Supplier may not (directly or indirectly) assign or transfer this PO or delegate any right or obligation under it without the prior written consent of Buyer. Any attempted Supplier assignment, transfer, or delegation without such consent is void and is grounds for Buyer to terminate this PO. Buyer may assign or transfer this PO, in whole or in part, to any Buyer affiliate without Supplier's consent.

16. Assignment of Intellectual Property. Supplier agrees to assign and hereby does assign to Buyer, its successors, and assigns, all of Supplier's right, title, and interest in and to any inventions, works of authorship, trade secrets, know-how, and other items made, conceived, reduced to practice, authored, or otherwise developed, discovered, or generated by Supplier, solely or jointly with others, in the course of or as a result of its performance under this PO ("IP Developments"). Supplier agrees to assign and hereby does assign to Buyer and its successors and assigns, any right, title, and interest in and to patent applications, patents, copyright applications, copyrights, or other intellectual property rights that exist by reason of, or may be claimed or obtained on any IP Developments ("IP Rights"), to the full extent of the term for which such IP Rights may exist. Supplier will promptly disclose any IP Developments to Buyer in writing. At Buyer's request, Supplier will promptly execute all documents and perform all acts deemed by Buyer to be necessary or reasonably useful, (a) to perfect Buyer's right, title, and interest in and to IP Developments and IP Rights in any country; (b) to prepare, apply for, prosecute, obtain, maintain, defend, and enforce IP Rights as Buyer may desire in any country. Supplier hereby appoints Buyer as its attorney-in-fact solely for purpose of taking any action where Supplier has failed to promptly respond to Buyer's request for further acts related to IP Developments or IP Rights. Buyer will pay all costs and expenses of preparation, application, prosecution, maintenance, defense, and enforcement of IP Rights. Unless expressly granted elsewhere, nothing contained in the PO shall be construed to grant Supplier a license or in any way give ownership to any Buyer-owned intellectual property, except that Supplier shall have access to such Buyer-owned intellectual property as required for Supplier to fulfill, and solely for the purpose of fulfilling, its contractual obligations under the PO. Supplier agrees, at its own expense, to defend any suit or action against Buyer or against those selling or using the Goods and/or Services covered by the PO for alleged infringement of IP Rights arising from the sale or use of such Goods and/or Services, and to indemnify and hold harmless Buyer and those selling or using such Goods and/or Services harmless from any damages, liabilities, claims, losses, and expenses (including attorney's fees) paid or incurred by Buyer in connection with any such suit or action, whether against Buyer or against those selling or using the Goods and/or Services covered by the PO; provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses or expenses arising out of compliance by Supplier with specifications or statement(s) of work furnished by Buyer. For all intellectual property rights not specifically covered by this PO or any underlying agreement, Supplier hereby grants to Buyer an irrevocable nonexclusive license to fully make use of and fully enjoy all intellectual property rights incorporated into any of the Goods or Services delivered or provided by Supplier under this PO.

17. Equipment. The following provisions apply if the Goods purchased are or constitute equipment: (a) In the event that the Goods furnished by Seller hereunder is discovered by Buyer to be defective as to design, workmanship or materials, or fails installation qualification (IQ), operational qualification (OQ) or performance

qualification (PQ), or is otherwise not in compliance with the terms of this Order, in addition to any warranties provided hereunder (but no later than twelve (12) months from date such Goods are placed in service for commercial use), Seller shall promptly correct any such defects at Seller's sole cost and expense, without delay, and by a specific date consistent with Buyer's project schedule for the project in which the Goods are furnished. If Seller shall fail to use all due diligence to commence to correct such defects in sufficient time to complete such corrections by the specific date, or if Seller indicates its inability or unwillingness to comply, then Buyer may cause such defects to be corrected by others and back charge Seller for the cost of such corrections, at the cost of labor, material, and equipment and tool rentals at prevailing rates, plus fifteen percent (15%) of the foregoing to cover Buyer's indirect costs, overhead, supervision and administration. (b) The Goods furnished under this Order, including, without limitation, all warranty work, shall be expedited by Buyer at its election for the purpose of expediting critical path completion of the Goods to facilitate the expeditious and timely delivery of the Goods, including, without limitation, engineering, drawings, data, manuals, spares list, material acquisition, manufacture/fabrication, machining, assembly, testing, cleaning/painting, factory acceptance testing, and other material elements of the project. Seller shall furnish scheduling for the foregoing material elements to Buyer's expeditor promptly following receipt of this Order. Buyer and its representatives shall be afforded free access during working hours to Seller's (and Seller's sub-Seller's, and subcontractor's and vendor's) plants for the purpose of such expediting. Seller shall, as may be required by Buyer from time to time, supply schedules, progress reports and unpriced copies of Seller's purchase orders and subcontracts for Buyer's use in expediting. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon the discovery of such delay. Such notice shall describe the delay and include an estimated period of delay, cause, and corrective actions being taken by Seller. Slippage in Seller's schedule may be deemed to be reasonable grounds for insecurity in which event Buyer may demand in writing that Seller provide adequate assurances of performance by Seller. Seller shall furnish to Buyer a progress report every two (2) week(s) in sufficient detail to allow a realistic evaluation of scheduled events toward completion of the Order. Buyer may direct Seller to accelerate its work in order to recover and maintain Buyer's schedule. All costs incurred by Seller to accelerate its work shall be at Seller's cost.

18. Force Majeure. Neither party shall be liable for failure or delay in performance under this PO due to causes beyond the reasonable control of the party affected ("Force Majeure Event") such as acts of nature, civil unrest and violence, acts of government, labor disputes, or any other such causes. The affected party shall provide prompt notice if a Force Majeure Event causes it to be unable to perform any obligation. Performance shall be promptly resumed after the Force Majeure Event has been remedied; otherwise, this PO may be terminated as provided in Section 13.

19. Taxes. If Goods furnished under this PO are for resale, Buyer will collect and remit to the taxing authority any sales or use taxes imposed on such Goods at time of resale. Supplier will pay all other taxes, duties, and fees included in the Price as set out in this PO. Supplier will promptly supply all tax forms and information necessary or reasonably required for Buyer to comply with any applicable tax withholding and reporting obligations. Supplier acknowledges that Buyer may report payments to

relevant tax authorities (including, without limitation, federal, state, and local tax authorities) and when determined necessary, may withhold taxes from such payments.

20. Records. Supplier will maintain its documents, books, and records in connection with this PO in accordance with generally accepted accounting principles during the term of this PO and for seven (7) years after expiration or earlier termination of this PO. Supplier also agrees to make such documents, books and records available pursuant to and as specified in 42 U.S.C. 420.302 et seq. Within five (5) business days after receipt of notice by Supplier, Buyer (or its designated representative) shall be allowed access in which to examine, audit and copy, any records or manufacturing processes to determine compliance with applicable laws, the PO or to respond to any government inquiry.

21. Work on Buyer's Premises. Supplier agrees that, while its personnel or agents are on Buyer's premises, such personnel or agents shall conform to all Buyer's work rules, safety regulations and its standard practices governing the behavior of its own employees. Supplier agrees to require such personnel and agents to take any required training and to work in a manner which complies with all applicable laws.

22. Third Party Risk Management. Seller shall maintain an appropriate risk management and mitigation program for its critical sellers. Seller will share relevant risk metrics with Buyer. In selected cases, upon request by Buyer, Seller will provide evidence to Buyer by sharing (anonymized) risk assessments and audit reports.

23. Independent Contractor. Seller acknowledges and agrees that it is engaged as an independent contractor and not as an employee, agent, partner or joint employer of Buyer. Seller further acknowledges that any workers and/or consultants it assigns to Buyer are employees of Seller and not of Buyer. Seller assumes sole and full responsibility for withholding any and all appropriate taxes, and for complying with any federal, state and local employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws. Seller shall also verify the identity and work authority of each worker and/or consultant under the United States immigration laws.

24. Buyer's Property. All special tools, dies, patterns, jigs, drawings, equipment, software and software licenses (whether standalone or SaaS), and fixtures ("Tooling") supplied by Buyer or paid for by Buyer shall remain Buyer's property and Supplier agrees to comply promptly with all disposal and shipping instructions with respect to such Tooling. Supplier agrees, at Supplier's expense to maintain all Tooling in Supplier's possession which belongs to Buyer in first-class condition and repair and adequately insure against all damages and loss. Supplier further agrees to indemnify Buyer for all damage or loss to such Tooling. Supplier shall prominently mark all Tooling "Owned by Roche Diagnostics" or as otherwise directed by Buyer, if possible, given the type of Tooling and agrees not to remove such Tooling from Supplier's facility without Buyer's written permission. Supplier shall provide Tooling (or access to and control thereof in the case of software or software licenses) and inventory condition upon Buyer's request.

25. Safety and Environmental Requirements. Supplier shall obtain all permits and abide by all applicable environmental and safety regulations from all federal, state and

local regulatory authorities. In order for Buyer to properly discharge, use, store, handle, transport and dispose of the Goods and to comply with applicable laws, Supplier shall also provide to Buyer, upon request, with any information about the characteristics, components or contents of the goods.

26. No Waiver. No term or condition or breach of this PO shall be deemed waived unless such waiver is in writing and signed by the party against whom the waiver is to be enforced. A waiver by either party of any term or condition or breach of this PO in any one instance will not be deemed or construed to be a waiver of such term or condition or breach in any subsequent instance. Buyer's failure to insist on Supplier's strict performance or to enforce any right or remedy available to it under this PO at any time shall not be construed as a waiver by Buyer. Buyer's rights and remedies under this PO are cumulative and are in addition to any other rights and remedies provided at law or in equity.

27. Confidentiality. Any information Buyer supplies to Supplier that Buyer shall be treated as confidential ("Confidential Information") and stored in a secure location. Supplier agrees that it will not use for any unauthorized purpose or disclose to any third party any Confidential Information. In the event of termination of this PO, Supplier shall promptly return to Buyer or securely destroy all Confidential Information in its possession. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to Buyer shall be deemed secret or confidential and Supplier shall have no right against Buyer except such rights that may exist under patent laws. All Confidential Information shall be returned to Buyer upon request. Supplier will not issue any press release about Buyer or this PO. The existence of this PO and any other business relationship between Buyer and Supplier is Confidential Information. Neither party will use or publish the other party's name, logos, trademarks, or trade names in promotion, publicity, advertising, or other purpose.

28. Subcontractors. Supplier shall not subcontract any performance under this PO without the prior written consent of Buyer. In the case of permitted subcontracting, Supplier shall use only subcontractors who are properly trained and qualified to perform this PO. In the case of permitted subcontracting, Supplier shall assume and be responsible to ensure that its subcontractors abide by all terms and conditions of this PO.

29. Limitation on Buyer's Liability. In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the PO or from the performance or breach thereof shall not exceed the Price allocable to the Goods and/or Services which give rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Goods and/or Services delivered hereunder must be commenced within one year after the cause of action has occurred.

30. Entire Agreement. This PO, including all exhibits, schedules, attachments, and proposals it expressly references, is the parties' entire understanding with respect to its subject matter, and it supersedes all prior executed agreements, negotiations, understandings, representations, statements, and writings between the parties

relating to such subject matter. Where this PO is issued under a separate Agreement between the parties, in case of any conflicting provisions, the terms and conditions of the separate Agreement shall prevail. Where this PO is issued after a Non-Disclosure Agreement between the parties, in case of any conflicting provisions, the Terms of this PO shall prevail. This PO is binding on, and inures to the benefit of, the parties and their respective successors and permitted assigns.

31. Travel. Travel by Supplier must be authorized in advance to be reimbursable by Buyer. In case of authorized travel, Supplier must utilize Buyer's travel group and follow the travel policies at <http://travel.roche.com/Pages/TGIIndy.aspx>.

32. Governing Law. This PO, and all disputes and claims arising under it, will be interpreted and governed by the laws of the State or territory of the entity issuing the PO, without regard to its conflict of laws principles. The parties expressly consent to venue in, and the exercise of personal jurisdiction by, a court, federal or state, within the State or territory of the Buyer. The parties expressly waive any right to a jury trial regarding disputes and claims related to this PO.

33. Privacy and Security Seller shall not access, use, or otherwise process any Personal Information without Buyer's prior written consent. For purposes of this Order, "Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, but excludes any business contact information. If and to the extent the Goods and/or Services include the processing of Personal Information, the Seller agrees to enter into a separate data processing agreement with Buyer prior to processing such Personal Information. Notwithstanding the foregoing, Seller may process business contact information of the Buyer, provided by or received from the Buyer, only for the purpose of providing the Services described in the Order, or where required by law. Seller may not sell, retain, use, or disclose this business contact information for any other purpose, including any other commercial purpose (except as otherwise permitted by applicable laws) or outside of the direct business relationship between the Buyer and Seller.

34. Severability. If any of the provisions of this Order are held invalid or unenforceable, unless such invalidity or unenforceability substantially frustrates the underlying intent and sense of the remainder of this Order, such invalidity or unenforceability shall not affect the remainder of this Order.

35. Shipment of Goods Including Hazardous Materials. Supplier shall provide accurate shipping papers to the carrier covering Goods in accordance with applicable laws and regulations. Supplier shall correctly classify the Goods (including, without limitation, according to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals ("GHS")), and ensure that Goods are described, packaged, marked, and labeled, and at the time of shipment are in proper condition for transportation according to applicable laws and regulations. Supplier agrees to provide Buyer, at or prior to the time of shipment, with a material safety data sheet and to promptly provide corrections and/or updates, for all Goods supplied under this PO that are considered to be hazardous as that term is defined under the Occupational Safety and Health Administration's ("OSHA") Hazard Communication Standard ("HCS") (19 C.F.R. 1910.1200). Unless exempt from the HCS labeling provisions, Supplier shall ensure that each container of hazardous materials shipped

to Buyer is properly labeled in accordance with the HCS. Supplier agrees that Goods that are not properly classified, described, packaged, marked, labeled, or in the proper condition for transportation at the time of delivery to Buyer, according to the applicable regulations of the Department of Transportation, OSHA, or any other governmental authority, shall be treated as non-conforming and defective Goods.