



PURCHASE ORDER TERMS AND CONDITIONS (United States and Canada)

1. APPLICABILITY. These terms and conditions, including the terms and conditions on the face of Buyer's purchase order ("Order"), form a part of such Order and apply to the entire understanding for a purchase of goods or services, as may be applicable, between the Antech Diagnostics, Inc., Sound Technologies, Inc., or any of their subsidiaries named on the Order ("Buyer") and the supplier named on the Order ("Supplier"). These terms and conditions shall govern the purchase of any goods or services pursuant to an Order ; unless the Order covers the purchase of the same goods and services which are the subject matter of a written agreement between Buyer and Supplier, in which case the terms and conditions of that written agreement shall apply and supersede these terms and conditions. If the Order references any specifications of Buyer or any statement(s) of work, these documents are incorporated into the Order and supersede these term and conditions if they conflict, unless otherwise agreed in writing by Buyer and Supplier. Any other terms and conditions of Supplier applied through any reference contained on any Supplier acknowledgment, confirmation, invoice or any other documents or form whatsoever, are explicitly excluded. All binding documentation controlling the relations between Buyer and Supplier must be in the English language unless agreed otherwise by the parties in writing or as required by law.

2. ORDERS. An Order becomes final from the sending of the Order by Buyer to Supplier. Unless prohibited by applicable law, Buyer is entitled to terminate or modify an Order at any time in writing, even after delivery, provided Buyer reimburses Supplier for any reasonable direct costs incurred as a result of such cancellation or modification and Supplier will refund any advance payments made by Buyer. Upon reasonable notice to Supplier, Buyer has the right to recover any of its property within Supplier's custody or control, at Supplier's expense. Any services performed or goods supplied by Supplier without an Order from Buyer will be at Supplier's own risk and cost. The term of the Order is as stated on its face or, if not so specified, the Order commences on the date of the Order and continues until the last goods or services supplied under it are delivered.

3. VOLUMES. Buyer will not be obliged to purchase any minimum volume of goods or services unless the Order specifically indicates otherwise. Forecasted volumes will not be binding on Buyer. Supplier must advise Buyer immediately if there is any shortage in the supply of raw materials, goods, resources, or personnel necessary to fulfil the Order, and present an action plan to Buyer to remedy the shortage.

4. ORIGIN. Supplier agrees that the goods and services provided by Supplier will not in any way directly or indirectly originate from or be provided by any country, person or entity which would cause Buyer to be in violation of or be penalized by U.S. or other applicable economic-sanctions laws. Supplier must provide at Buyer's written request all information enabling Buyer to identify the origin, place and date of manufacture of the goods and the raw materials used to manufacture the goods, and any other information regarding the goods and the related raw materials, in addition to the serial or batch numbers.

5. DELIVERY. Supplier must deliver the goods and/or services to Buyer according to the Order, including but not limited to volume, price, delivery date, delivery terms, time and location. All goods delivered by Supplier must comply with the specifications or statement(s) of work attached to the Order or separately communicated to Supplier and agreed by Supplier or accepted without protest. Quantity, delivery date and time of performance are essential conditions of the Order and time of delivery and/or performance of the Order is of the essence. Supplier will inform Buyer in writing of any actual or probable delay in its performance of the Order as soon as Supplier has knowledge of such actual or probable delay. Supplier will provide any drawings, instructions, descriptions, deliverables, calculations, control certificates and certificates of conformity or analysis, customs clearance documentation and any other documents relating to the goods or services reasonably required by Buyer.

6. INSPECTION, ACCEPTANCE, AND REMEDIES. Buyer has a reasonable period of time after delivery to inspect and accept the services. Buyer may inspect the goods delivered for external damage to packaging, correct identity and correct quantity in due course of business and notify Supplier of any such deficiencies in a reasonable time. Buyer will notify Supplier of further defects in a reasonable time after discovery.

Buyer's receipt of goods or services or its inspection or non-inspection of or payment for the goods or services will not constitute acceptance of the goods or services and will not impair Buyer's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Buyer may be entitled. Buyer does not waive any of its rights or remedies resulting from any breach of the Order by accepting the goods or services. Rejected goods may be returned to Supplier or otherwise disposed of at Supplier's sole cost and expense and Supplier will refund Buyer all amounts paid by Buyer for the rejected goods.

If the delivered goods or services do not comply with one or more of the warranties under section 13 of these terms and conditions and without prejudice to Buyer's other rights under applicable laws, the Order, or these terms and conditions, Buyer may reject the goods or services and at Buyer's sole option and at Supplier's expense: (a) Supplier will replace or repair the goods and/or services as necessary to make them compliant with the warranties or refund Buyer all amounts paid for the rejected goods, and/or (b) Buyer may procure replacement goods or services at Supplier's expense, and/or (c) Buyer may terminate or modify the Order.

7. RISK OF LOSS AND TITLE TO THE GOODS. Except as otherwise stated in the Order, Supplier retains the risk of loss and/or damage to the goods until the goods are physically delivered to Buyer's stated place of delivery. Buyer will obtain full title to the goods upon physical delivery of the goods to Buyer's stated place of delivery, unless payment is made sooner, in which case title will pass to Buyer when payment is made.

8. PRICES AND TAXES. Prices are as stated in the Order. Prices are fixed and firm. Unless stated otherwise in the Order, prices include (i) all costs to comply with the terms and conditions of the Order, (ii) any and all taxes, including sales, use, excise, value added and other taxes, and (iii) fees, duties, or other governmental charges on the sale of the goods or services covered by the Order. If Buyer is required to pay any taxes or other charges related to the purchased goods or services in addition to the price indicated in the Order, Supplier will promptly reimburse Buyer, unless otherwise agreed by the parties.

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9. INVOICING AND PAYMENT. Supplier will invoice Buyer for the amounts due under the Order. All Supplier invoices must clearly state Buyer's Order number and any other information Buyer may reasonably require. Except as otherwise stated in the Order or other commercial document or in this paragraph, Buyer will pay Supplier within 90 calendar days after receiving the applicable invoice or receiving the goods (or performance of the services), whichever is later or within such lesser period of time as is required by applicable laws. Buyer retains the right to withhold payment of all disputed amounts. Buyer has the right to set off its claims and the claims of its affiliates and subsidiaries against the amounts due and claims of Supplier.

10. CONFIDENTIALITY. Supplier agrees to keep confidential the terms and conditions of the Order and all confidential or proprietary information disclosed by or on behalf of Buyer or otherwise learned or obtained by Supplier in connection with the Order or its performance for the maximum length of time permitted by applicable law or 10 years following the expiration or termination of the Order, whichever is longer. Supplier will not use any of this information other than to perform the Order and will not disclose any of this information except as required by law and then only after written notice to Buyer (to the extent permitted by applicable law). Supplier is responsible for any unauthorized disclosure of Buyer's confidential or proprietary information by Supplier, its affiliates and subsidiaries, and their employees, agents, and subcontractors. When the Order is terminated or expires, Supplier will promptly return to Buyer all information, documents and materials received by or on behalf of Buyer including all electronic data, except to the extent Supplier is required to retain a copy pursuant to applicable law. Information will not be considered as confidential if it is: (a) lawfully obtained by Supplier from a third party without restriction; (b) developed independently by Supplier without the aid, application or use of Buyer's confidential or proprietary information; or (c) publicly available when received or subsequently becomes publicly available through no fault of Supplier.

11. PROPRIETARY INFORMATION AND MATERIALS. All materials, including but not limited to drawings, specifications and other copyrightable documents and any molds, dyes, tools, equipment, samples, recipes, trade secrets, patents, trademarks or the like, furnished by or on behalf of Buyer are for use by Supplier solely with respect to the Order. Supplier (i) does not have any rights to or interest in the materials except to the extent necessary to execute the Order, (ii) is responsible for maintaining the materials in proper working order subject only to normal wear and tear, (iii) unless otherwise provided by applicable law, will not reverse engineer, disassemble, deconstruct, examine or decompile all or any portion of the materials provided by Buyer and (iv) upon completion (or earlier cancellation or termination) of the Order, must promptly destroy or return the materials, as requested by Buyer.

12. OWNERSHIP OF INVENTIONS AND AUTHORSHIP. Any goods, materials, deliverables, work product or services that may be the subject of intellectual property rights or related rights (whether registerable or not) which are conceived, reduced to practice or otherwise made, created or invented under the Order and are (a) based upon or arising from Buyer's information, materials or data or (b) developed for Buyer under the Order, will belong exclusively to Buyer.

To the fullest extent permitted by applicable laws, Supplier agrees to assign and hereby assigns to Buyer all rights, titles and interest in such intellectual property rights or related rights (including without limitation the right to make, have made, use, sell, offer to sell, keep, copy, modify, adapt, distribute, reproduce, represent, arrange and translate using any means and media, in whatever form, for any activity whatsoever and whether such rights are known or unknown, existing or future) to the goods, materials, deliverables, work product and services and irrevocably waives any moral rights arising in relation to any copyright work, and in all cases without additional compensation as the remuneration of Supplier for such assignment and waiver is included in the price of the Order.

If such assignment is not possible pursuant to applicable laws, Supplier agrees to grant and hereby grants an exclusive irrevocable, perpetual, transferable, worldwide, fully-paid license with the right to sub-license to Buyer to make, have made, use, sell, keep, copy, modify, distribute, reproduce, represent, adapt, translate and arrange (using any means and media, in whatever form, for any activity whatsoever) the relevant intellectual property rights or related rights, whether such rights are known or unknown, existing or future. No additional compensation shall be payable by Buyer for such license as the remuneration of Supplier for such license is included in the price of the Order.

If needed for Buyer to use or exploit any intellectual property rights, Supplier agrees to grant and hereby grants to Buyer and its affiliates and subsidiaries a non-exclusive, irrevocable, perpetual, transferable, worldwide, fully-paid license, with right to sub-license, to make, have made, use, sell, keep, copy, modify, distribute, reproduce, represent, adapt, translate and arrange (using any means and media, in whatever form and for any activity whatsoever) Supplier's pre-existing intellectual property rights in the goods, materials, deliverables, work product and services. No additional compensation shall be payable by Buyer for such license as the remuneration of Supplier for such license is included in the price of the Order. Except as provided above, nothing in the Order will affect the pre-existing intellectual property rights of the parties.

Nothing contained in these terms and conditions or the Order grants Supplier any express or implied rights or licenses with respect to Buyer or its affiliates or its subsidiaries' information, materials or intellectual property rights other than for performance of Supplier's obligations under the Order.

13. WARRANTIES. In addition to any other express or implied warranties, Supplier warrants that:

(a) The goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof, to the extent they are included in the Order) supplied will: (i) comply with all applicable laws, rules, regulations, and codes of the country(ies) of manufacture and of delivery, (ii) conform to the specifications, drawings, samples, Buyer's safety and other requirements communicated to Supplier, or other descriptions contained in the Order or provided or approved by Buyer, (iii) be of satisfactory quality, of good material and workmanship and free from defects, lien, charges or other encumbrances, (iv) not infringe any rights of third parties, including intellectual-property rights and (v) be fit for their intended purpose.

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(b) The services and deliverables provided will be performed (i) in a professional and workmanlike manner and with all reasonable care and skill, (ii) in accordance with best industry practice, (iii) in compliance with all applicable laws, rules, regulations, codes, (iv) in accordance with the Order and all of Buyer's safety and other requirements communicated to Supplier, and (v) will not infringe any rights of third parties, including intellectual property rights.

(c) Supplier will:

(i) not make any change to the composition, characteristics or production method of the goods without Buyer's written consent;
(ii) deliver the goods and perform the services by the delivery and performance dates in the Order; and except as otherwise stated in the applicable Order, goods will be Delivered Duty Paid (DDP), Incoterms® 2020.

(iii) at its own cost, initiate, maintain and supervise all legally required or standard industry environmental and safety precautions and programs in connection with the supply of goods or services and comply with all applicable environmental, health and safety rules;

(iv) at its own cost, obtain and maintain all necessary permits, licenses or other approvals and give all notices legally required to provide the goods or services;

(v) at its own cost, provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the

(vi) proper and safe execution and completion of the Order, unless otherwise provided in the Order;

(vii) be solely responsible for all methods and procedures of delivering and coordinating all portions of the goods or services, unless otherwise provided in the Order;

(viii) be solely responsible for the proper and safe handling, transportation and disposal of all materials, substances and chemicals that Supplier or any subcontractor brings onto Buyer's premises and any resulting waste generated;

(ix) meet all requirements and documentation for certifications Buyer may require for the goods, so the goods are acceptable to certifying agencies responsible for such certifications;

(x) remove Supplier employees, representatives and other personnel providing services from Buyer's premises upon request of Buyer; and

(xi) comply with all applicable laws, rules and regulations.

(d) Supplier's and its subcontractors' personnel performing services have the legal right to work in the country where they are performing such services, and that to the best of Supplier's knowledge such personnel are not prohibited, by contract, or otherwise, from performing such services for Buyer.

(e) Supplier's personnel and subcontractors will remain at all times during the performance of the services Supplier's employees, agents or subcontractors. None of the benefits provided by Buyer to Buyer's employees will be available to Supplier's (including Supplier's affiliates and subsidiaries) employees, agents or subcontractors.

(f) Buyer and Supplier are independent contractors. Nothing in the Order creates a partnership, a joint-venture or any legal entity, an agency or an employment contract.

(g) Nothing in this Order shall be construed as creating a joint employer relationship between Supplier and Buyer. Supplier personnel providing services under this Order shall remain under the sole and exclusive control, supervision, and direction of Supplier. Supplier shall determine the terms of employment for its respective personnel in accordance with its standard practices, including hiring and firing, payment of compensation and other benefits of such Personnel, including salary, health, accident and worker's compensation benefits and all taxes and contributions that an employer is required to pay with respect to the employment of personnel. No act or omission of Supplier shall be construed to create or render Buyer a joint employer

14. DATA PRIVACY. Neither party envisages sharing or transferring any personal data under the Order beyond the incidental and limited amount of personal data needed to appropriately administer and fulfil the terms of the Order. Supplier and its employees, agents and subcontractors must comply with all applicable privacy and data protections laws and regulations and not put Buyer in breach of these laws or regulations. Supplier shall not transfer any personal data of Buyer or its employees to any third-party without the prior written consent of Buyer. The Mars Data Processing Policy, as it may be updated from time to time, and available at <https://www.mars.com/about/policies-and-practices/data-processing> may be used as a checklist to verify compliance with these requirements and Supplier shall comply with its terms. To the extent that fulfilment of the Order requires further processing of personal data Buyer and Supplier will enter into a separate agreement with respect thereto.

15. ANTI-BRIBERY. Supplier must not, in connection with any activities under or related to any Buyer's Order, directly or indirectly: (a) violate any applicable law prohibiting or penalizing bribery or corruption; (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in order to obtain or retain business with or for Buyer. Supplier will promptly report to Buyer any request or demand for any undue financial or other advantage of any kind received or offered by Supplier in connection with the performance of the Order.

16. SUPPLIER CODE OF CONDUCT. Supplier represents and warrants that Supplier (and that Supplier's subcontractors, agents and others acting on its behalf in connection with the rendering of services and supply of goods) are in compliance with and shall at all time comply with the Mars Supplier Code of Conduct, as it may be updated from time to time, found at <http://www.mars.com/global/about-us/policies-and-practices/supplier-code-of-conduct>.

17. LIABILITY. Supplier will be liable for all types of damages or losses of Buyer or any affiliate or subsidiary of Buyer resulting from any breach or non-performance by Supplier or any of its agents or sub-contractors of Supplier's obligations under the Order. Further, Supplier will be responsible for and reimburse Buyer for all costs of and liability arising from any repair, recall of finished products (incorporating defective good or alleged defective goods), replacement or additional services including transportation.

18. INDEMNIFICATION. Supplier agrees to indemnify and hold harmless, on a continuing indemnity basis, Buyer, its affiliates and

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subsidiaries and their directors, officers, owners, employees, agents, and representatives from and against any and all liability, claim, loss, damage, fine, penalty, cost, expense, judgment, and settlements thereof (including reasonable attorneys' fees) and including any claim, action, liability or demand by or of any Buyer affiliate or subsidiary or third party to the extent arising out of or resulting from (a) any non-conforming good or service; (b) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Supplier; (c) any leak or spill due to Supplier's fault of any materials, substances or chemicals while being transported or delivered to Buyer or while on Buyer's premises; (d) any breach by Supplier of any term, condition or warranty contained in the Order; and/or (e) the negligent acts or omissions, or willful misconduct of Supplier, Supplier's affiliates, subsidiaries subcontractors, employees, agents, representatives and any person performing services under the Order.

19. INSURANCE. Throughout the term of the Order and until at least 6 months following the expiry of the shelf life of any goods delivered to Buyer under the Order, Supplier will take out and maintain an adequate insurance policy with a first-ranking insurance provider of international standing to cover any and all liability arising from Supplier's acts or omissions in connection with the Order including coverage for the country in which the goods or services are delivered, sold or provided, including at least, for purchased goods, public and product liability with a minimum occurrence limit of \$5 million, covering damages of any kind or injury to persons, tangible and non-tangible assets and recall costs and, for services, including at least employer's liability with a minimum occurrence limit of \$2 million, professional indemnity/liability (if applicable) with a minimum limit of \$1 million; and property (all risk) liability for its full replacement cost value. Upon request, Supplier shall provide Buyer with copies of its insurance certificate(s).

20. AUDIT. If reasonably necessary to determine Supplier's compliance with the Order, Buyer will have the right to audit and inspect the records and facilities of Supplier and Supplier's agents, representatives and subcontractors used to perform the Order or relating to the goods or services. Such right will be subject to reasonable confidentiality obligations. Supplier will provide Buyer or its third-party designee conducting the audit or inspection with reasonable assistance, including access to buildings, appropriate personnel and workspace, records, and the complete process of production. Buyer's audit/inspection, or failure to conduct any audit or inspection, will not release Supplier from any of Supplier's obligations.

21. FORCE MAJEURE. Provided a party gives the other prompt written notice, neither party is liable for its failure to perform or for any delay in performing its obligations under the Order to the extent such failure is due to a force majeure event, being an external, unforeseeable event for which the party is not at fault and for which it is not accountable for by virtue of law or generally accepted principles. Buyer and Supplier understand and agree that transport problems, illness, strikes, raw materials shortage, equipment failure, information-technology-system failures, third-party cyberattacks, breach of contract by third parties contracted by Supplier or a stagnation in Supplier's business are not considered force majeure events. Buyer is entitled to terminate the Order at no cost if a force majeure event continues or is likely to continue beyond 30 calendar days and Supplier has not been able to perform in accordance with the terms of the Order. Supplier must provide Buyer with immediate notice if a force majeure event will impact the availability of the goods or services and/or Supplier's ability to fulfil its obligations under the Order.

22. PUBLIC ANNOUNCEMENTS. Neither party will make any public statements, declarations, advertising, press release or any other disclosure to third parties about the Order or its subject matter without the other party's written consent. The parties will use best efforts to prevent any statement or conduct that could impair the good reputation of the other party.

23. PUBLICITY. Supplier and its personnel will not use the names, trademarks, logos, service marks or trade names (whether registered or not) of Buyer or its affiliates and subsidiaries under any circumstances and will not advertise, publicize or otherwise disclose its association with Buyer or its affiliates and subsidiaries in any manner (written, verbal or pictorial) without Buyer's prior written approval.

24. CRISIS MANAGEMENT. A "Crisis" is a situation defined as: a severe, often unexpected, break in business continuity; and/or a high degree of uncertainty concerning the course of events; and/or the risk that media and/or authorities will be involved, which represents a threat to people (Buyer's consumers, local communities, Buyer's employees and/or third parties); the environment; and/or Buyer's business (financial situation, key activities, business systems, reputation of Supplier, a part of Supplier and/or a brand). If the situation meets these criteria, Supplier must notify Buyer immediately and no later than 4 hours following the occurrence of the event. A Crisis is likely to trigger an immediate response and coordinated actions from the business teams, in an emergency setting. Communication is therefore vital. Unless required by applicable laws, Supplier must not make any public statement, communication or press release, including social media, relating to the Crisis, to the Order or its relationship with Buyer, its goods or services provided to Buyer without Buyer's prior written consent.

25. WAIVER. Buyer's failure or delay in exercising any right or remedy concerning the Order does not waive that right or remedy. Any such waiver must be in writing and signed by Buyer.

26. ASSIGNMENT AND SUBCONTRACTING. Supplier may not assign, transfer or subcontract its rights and obligations under the Order without Buyer's prior, written consent. Any approved subcontracting, transfer or assignment does not release Supplier from its obligations under the Order. Buyer may assign or transfer all or any of its rights or obligations under the Order to any affiliate or subsidiary of Buyer and Supplier gives its consent to such assignment or transfer.

27. SEVERABILITY. If any provision of the Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Order, all of which will remain in full force and effect.

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- 28. GOVERNING LAW AND JURISDICTION.**¹ The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the State of New York, disregarding any conflict of law rules. The parties submit to the exclusive jurisdiction of the courts of the State of New York, located in New York County, for any dispute arising out of or in connection with the Order or its subject matter or formation.
- 29. EXCLUSION OF CONVENTIONS.** The following international conventions will NOT apply to the Order: (i) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (ii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.
- 30. THIRD PARTY RIGHTS.** Unless it expressly states otherwise, and except in relation to Buyer's affiliates and subsidiaries, the Order does not give rise to third party rights to enforce any term of the Order.
- 31. CONFLICT.** These terms and conditions were drafted in English. To the extent of any inconsistency between the English version of these terms and conditions and a translation of these terms and conditions, the English version will prevail (to the extent permitted by applicable laws).
- 32. SEVERAL LIABILITY.** All obligations of Buyer under these terms and conditions will be several and not joint; in no event will any affiliate of the Buyer be liable for the obligations or performance of any other affiliate of the Buyer.
- 33. SURVIVAL.** The rights and obligations in sections 1, 10, 11, 12, 13, 14, 15, 17, 18, 19, 22, 25, 26, 27, 28, 29, 30, 31 32, and 33 of these terms and conditions survive the termination or expiration of the Order for any reason.

¹ *Purchases by Antech Diagnostics Canada Limited shall be governed under the laws of Canada. Replace Section 28. Governing Law and Jurisdiction, with the following:* The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, disregarding any conflict of law rules. The parties submit to the exclusive jurisdiction of the courts of the Province of Ontario for any dispute arising out of or in connection with the Order or its subject matter or formation.

For Purchase Order Terms and Conditions governed under the laws of Canada, supplement with the following: It is the express wish of the parties that the Purchase Order Terms and Conditions has been drawn up in a language other than French. Il est de la volonté expresse des parties que le présents les conditions générales du bon de commande soient rédigés dans une langue autre que le français.