All goods and services procured by **Fisher Scientific Company L.L.C., its affiliates or subsidiaries,** ("Fisher Scientific") from Supplier are in accordance with the following terms and conditions:

1. ACCEPTANCE. These Procurement Terms and Conditions and the Distribution Agreement, Purchase Order and/or other agreement to which they are attached (all such documents collectively are referred to herein as this "Agreement") do not constitute an acceptance by Fisher Scientific of any prior proposal, quote or offer to sell.

2. COMPLETE AGREEMENT. This Agreement is the complete agreement between the parties and may not be modified except in writing duly executed by each party. Fisher Scientific objects, without the need for further notice, to any additional terms or conditions in Supplier's order acknowledgment, or in other Supplier document. Any additional terms or conditions in Supplier's order acknowledgment, or in other Supplier document are and will be of no effect, nor will they be binding upon Fisher Scientific under any circumstances unless accepted by Fisher Scientific in writing. Fisher Scientific's acceptance or rejection of one or more additional terms or conditions is not an acceptance of any other additional term or condition. Trade custom, trade usage, course of dealing, and past performance are superseded by this Agreement and shall not be used to interpret this Agreement.

3. CHANGES. Fisher Scientific may change its order at any time, including without limitation, in the quantities, specifications, drawings, instructions, or delivery schedule. Any change that has a significant impact on Supplier's time or cost of performance entitles either Supplier or Fisher Scientific to an equitable adjustment. However, no additional charge will be allowed unless asserted by Supplier within ten (10) days after the change is ordered and authorized by Fisher Scientific in writing. Technical direction, guidance, or other information Fisher Scientific provides to Supplier, is not a change within the meaning of this provision or a direction to proceed outside the scope of this Agreement.

4. CANCELLATION. Fisher Scientific may cancel its order in whole or in part upon notice to Supplier, without liability to Fisher Scientific. Cancellation does not waive any damages to which Fisher Scientific might be entitled. Product shipped after cancellation notification will be returned to the Supplier at the Supplier's expense.

5. NO PUBLICITY. Supplier shall not issue or cause to be issued any press release, public announcement or disclosure or disclose the existence of the transactions contemplated in this Agreement.

6. DELIVERY. TIME IS OF THE ESSENCE to process shipments for delivery to Fisher Scientific. Supplier shall utilize the carriers provided by Fisher Scientific in the Transportation Guide except where Supplier has agreed to absorb freight expense. Supplier shall promptly provide written notification to Fisher Scientific of any possible or actual delay in performance and shall provide all relevant information concerning the cause for such delay. In no event, however, will such notice relieve Supplier of its obligations under this Agreement. If delivery is not made within the time specified, Fisher Scientific may purchase elsewhere and charge Supplier the difference in price and/or Fisher Scientific may cancel the entire order or any undelivered portion. Payments due to Supplier may be offset against sums Supplier owed to Fisher Scientific. Deliveries must be in accordance with the schedule set out or referred to in this Agreement and in the exact quantities ordered. In no event will Fisher Scientific be liable for any excess goods shipped by Supplier. Fisher Scientific reserves the right at Supplier's expense to return goods shipped not in accordance with the terms of Fisher Scientific's order and this Agreement. Supplier will meet all requirements of Fisher Scientific's United States Transportation Guide which is located at https://supplierexchange.fishersci.com.

7. WARRANTY. Supplier warrants and guarantees that its goods and services (collectively "Products"): (a) will comply with all relevant specifications and requirements; (b) will be of merchantable quality, free from any latent or patent defects; (c) will be safe and fit for their intended use; (d) reference true weights, measures, sizes, legends or descriptions indicated; (e) will be of comparable quality as all samples delivered to Fisher Scientific, if any; and (f) must comply with all applicable laws, rules, regulations, licenses, permits, ordinances, codes and or standards. This warranty and guaranty is in addition to any statutory or implied warranties, and warranties of broader scope and service warranties and guarantees given to Fisher Scientific by the Supplier, and survives inspection, test, acceptance, and payment, and runs to Fisher Scientific, its successors, assigns, and customers.

8. NONCONFORMANCE. Products or services that do not conform to the requirements of this Agreement may be rejected, at Fisher Scientific's sole option. All costs with respect to the repair, replacement or refund of the nonconforming Products, including packing, packaging and freight charges, will be at the Supplier's expense. With respect to freight charges, nonconformance also applies to Supplier selection of unauthorized carriers and/or unauthorized modes of transport.

9. PROPRIETARY RIGHTS. Supplier will not disclose to others or utilize Fisher Scientific's designs, specifications, formulas, manufacturing information and/or other proprietary information for purposes other than those intended in this Agreement. Supplier shall return all proprietary data to Fisher Scientific upon completion of Supplier's obligations in this Agreement or at Fisher Scientific's request at any earlier time. Fisher Scientific owns the trademarks and trade names connoting Fisher Scientific or Fisher Scientific products which Fisher Scientific may elect to use in the distribution and sale of the Products. Supplier has no right or interest in Fisher Scientific's trademarks and trade names. Supplier will not use Fisher Scientific's name, trade name or trademark without Fisher Scientific's prior written consent. Supplier grants Fisher Scientific the royalty-free license to use Supplier's trademarks on the Products. If Fisher Scientific elects to use Supplier's trademarks, Fisher Scientific shall properly do so and shall discontinue the use of Supplier's trademarks in any new material published after the termination of the Agreement. Following the termination of this Agreement, Supplier grants to Fisher Scientific the right to continue to use Supplier's trademarks in connection with the sale or service of Products. Supplier warrants that it

maintains all rights of ownership or use in any trademark, patent, copyright or any other Intellectual Property necessary to sell the Products to Fisher Scientific ("Intellectual Property"), and that Fisher Scientific's use of any Intellectual Property will not conflict with or infringe upon the rights of any third party.

10. EQUIPMENT & SPECIAL TOOLING. Fisher Scientific will not reimburse Supplier for the cost of any equipment or tooling. Any equipment, tools, jigs, dies, fixtures, templates, patterns, or drawings (hereinafter collectively called "Tools") furnished by Fisher Scientific to Supplier and any Tools made or acquired by Supplier for the performance of Fisher Scientific's order, the cost of which is separately quoted or advertised in the unit price, will remain or become Fisher Scientific' property. All Tools must be used exclusively for Fisher Scientific's orders. If Tools must be made or acquired by Supplier, Supplier shall submit reproducible tool drawings to Fisher Scientific for approval or to the manufacturer for acquisition. Supplier will maintain the Tools in first-class condition and will make replacements when necessary. Supplier will not alter Tools without Fisher Scientific's written authorization. Supplier will be responsible for all loss or damage to Tools while in Supplier's possession. Upon completion or cancellation of the relevant order, Supplier will dispose of Tools as Fisher Scientific directs.

11. WORK ON FISHER SCIENTIFIC PREMISES. Where Supplier is required to enter premises occupied by Fisher Scientific or under Fisher Scientific's control ("Fisher Scientific Premises"), Supplier will inspect the Fisher Scientific Premises, will provide all necessary safeguards for persons it brings on to Fisher Scientific Premises. Supplier shall defend, protect, indemnify and hold Fisher Scientific and its successors, assigns and employees harmless from and against all claims, losses, expenses, damages and liabilities, direct, incidental or consequential arising from damage to or loss of property by Supplier, its employees or others, or from personal injuries to or death of Supplier's employees or others resulting from or incidental to the presence of such persons on the Fisher Scientific Premises involved WHETHER THE SAME RESULTS IN WHOLE OR IN PART FROM FISHER SCIENTIFIC'S NEGLIGENCE OR OTHER FAULT BY ACT OR OMISSION, OR THAT OF FISHER SCIENTIFIC'S EMPLOYEES. THE INTENT OF THIS PROVISION IS TO ABSOLVE AND PROTECT FISHER SCIENTIFIC AND ITS SUCCESSORS, ASSIGNS AND EMPLOYEES FROM ANY AND ALL LOSS BY REASON OF SUPPLIER'S PERFORMANCE OF WORK ON FISHER SCIENTIFIC PREMISES. Supplier will maintain workmen's compensation insurance covering all employees performing services related to this Agreement on Fisher Scientific Premises. Supplier will waive any provisions of the applicable workers compensation law, whereby Supplier could preclude its joinder as an additional defendant or avoid liability for damages, contribution or indemnity.

12. RIGHT-OF-ACCESS. Fisher Scientific reserves the right, during normal business hours, to verify purchased Products at Supplier's premises and to inspect Supplier's work to ensure that all relevant standards and specifications are met. Any such inspection by Fisher Scientific does not absolve Supplier of the responsibility for the quality of Products, nor will it preclude subsequent rejection by Fisher Scientific.

13. PACKING & SHIPPING; Trade Compliance.

a. No charge will be allowed for handling, packing, crating, drayage or storage without Fisher Scientific's written permission. Supplier shall package goods to preserve and protect the goods from damage and/or degradation and prepare for shipment in accordance with acceptable commercial practices and all applicable laws. Supplier shall cause the goods to conform to all applicable federal, state/provincial and local laws, including but not limited to Controlled Environment markings. Supplier shall identify Fisher Scientific's purchase order number on Supplier's invoice, packing list, bill of lading and all packages. Unless otherwise provided, all sales within the USA are FOB Origin, all sales within Canada are Products FCA (Supplier warehouse), and sales outside the USA and Canada are DDP (Fisher Scientific's designated location) Incoterms 2010. Where required by law, Supplier must satisfy U.N. performance tested packaging. Additionally, regardless of whether U.N. performance tested packaging is required by law, all packaging must satisfy International Safe Transportation Association (ISTA) 3A standards. Supplier shall meet all of the requirements as outlined in the Fisher Scientific Global Supplier Guide which is located at https://supplierexchange.fishersci.com.

b. Supplier will provide Fisher Scientific with the following:

1. Harmonized Tariff Commodity Code
2. ECCN (Export Control Classification Number)
3. ITAR (International Traffic in Arms) Category, if applicable
4. NRC controls, if applicable
5. Country of Origin

If or when any changes occur to the above information after originally provided, Supplier will notify Fisher Scientific immediately.

14. PRICING. Fisher Scientific's orders must not be filled and invoiced at prices higher than prices on the associated Purchase Order. Prices to be paid or otherwise charged to Fisher Scientific are not any higher than the lowest price for such goods or services offered by Supplier to any other of its customers. Supplier is responsible for and will pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes similar to, or differing from, any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Supplier's property. Fisher Scientific is responsible only for taxes arising from its ownership of the Products. Supplier shall indemnify Fisher Scientific against any loss, liability or expense (including reasonable attorney's fees) resulting from Supplier's failure to pay such taxes, fees, duties, assessments, charges or conditions.

15. PAYMENT. Payment by Fisher Scientific is not acceptance of the Products/goods or services performed.

16. TITLE. Supplier warrants full, unrestricted title to all goods and services furnished under this Agreement, free and clear of all liens, security interests and encumbrances. Care, custody and control of, and title to the Products remain with Supplier until Fisher Scientific takes physical possession or agrees in writing. Supplier's work and manufacture of Products is at its own risk until the Products are completed and accepted by Fisher Scientific. In the case of accident, destruction or injury to the Products before the final completion and acceptance, Supplier shall repair or replace the Products at its own expense and to Fisher Scientific's satisfaction.

17. HAZARDOUS MATERIALS. Supplier shall notify Fisher Scientific in writing no later than upon execution of this Agreement if Products furnished are subject to laws or regulations relating to hazardous or toxic substances, whether for shipment or use, or when disposed of, to regulations governing hazardous wastes, or any other applicable environmental, health, or safety laws or regulations. Supplier shall provide Fisher Scientific with electronic copies of current SDSs. As SDSs are updated/revised, they will be provided to Fisher Scientific promptly. Labels and SDSs must comply with all applicable laws, including without limitation California's Proposition 65, OSHA Hazard Communication, WHMIS 2015, EU-CLP, REACH and RoHS. Instructions for shipping, handling, warnings, and safety data sheets must be provided with each shipment. Supplier must provide to Fisher Scientific and its customer current SDS for all hazardous Products and product information as requested by Fisher Scientific for proper regulatory classification. Supplier shall work in good faith with Fisher Scientific to provide the SDS in product packaging or as otherwise requested by Fisher Scientific. Supplier shall accept, at its facility, all of Fisher Scientific's unsold or expired Products containing hazardous chemicals, materials or substances for disposal, recycling or use. Fisher Scientific will be responsible for packing and transportation costs to Supplier. Supplier will be responsible for all other costs, including, without limitation, any costs associated with Supplier's disposal, recycling or use.

18. PATENTS. Supplier warrants that the manufacture, use and sale of the Products do not infringe any claims of any patent, trademark, trade name, copyright or any other third-party property right. Supplier shall defend, indemnify and hold Fisher Scientific (and its agents, representatives, employees, officers, directors, affiliates, successors, assigns, and customers) harmless from any and all claims, demands, actions, damages and liabilities (including legal fees) involving the infringement of any third-party patent, trademark, copyright or other intellectual property right, or the misappropriation of any trade secret, by reason of the manufacture, use, or sale of the Products by Fisher Scientific. If any of the Products becomes, or in Fisher Scientific's opinion, may become the subject of any claim, suit or proceeding for infringement of any patent, Supplier will, at Fisher Scientific's option and at Supplier's sole expense, (i) obtain for Fisher Scientific the right to use, lease or sell the Product, (ii) replace the Product, (iii) modify the Product, or (iv) remove the Product and refund the full purchase price paid by Fisher Scientific.

19. INDEMNITY & INSURANCE. Supplier shall defend, indemnify and hold Fisher Scientific (and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, customers, and all subsequent users of the Products) harmless from all claims, demands, actions, damages, and liabilities (including reasonable attorney's fees) in any way connected with the goods or services provided to Fisher Scientific, marketing information or literature provided to Fisher Scientific, the breach of the Agreement's terms and conditions, or any act or omission of Supplier, its agents, employees, or subcontractors. If defect or non-conforming Products require a recall, Supplier shall bear all costs and expenses of a recall, including without limitation, costs of notifying customers, returning Products, customer refunds, lost profits, and any expenses incurred to meet obligations to third parties. Supplier shall procure and maintain on an occurrence form basis product liability insurance with respect to the Products and contractual liability coverage relating to this Agreement, if any, with insurer(s) having Best's rating(s) of A- or better, naming Fisher Scientific as an additional insured (Broad Form Vendors Endorsement), with minimum limits in each case of $2,000,000. Supplier shall promptly furnish to Fisher Scientific a certificate of insurance and renewal certificates of insurance evidencing the foregoing coverages and limits. Supplier shall not cancel, reduce or change insurance without providing Fisher Scientific with at least thirty (30) days prior written notice.

20. COMPLIANCE WITH LAWS. Supplier shall comply with all applicable international, federal, state/province, county, and municipal statutes, laws, regulations, codes, standards, ordinances and orders in its performance and is responsible for all fees associated with such compliance, licenses, permits, certifications, bonds, taxes, duties, tariffs and other fees. Supplier must comply with all customs laws and requirements of the U.S. (including specifically the U.S. Export Administration Act), Canada, and of each country in which the Products are made or likely to transit with respect to (a) the labeling of the Products and their packaging, and (b) the export and import and the subsequent distribution of the Products to Fisher Scientific and/or to Fisher Scientific's customers, including the completion and submission of all required documentation, and the payment of all taxes, duties, tariffs and similar expenses. In addition, Supplier warrants (i) that Supplier WILL NOT provide any Products that in whole or in part have been transferred, exported or imported, directly or indirectly, from a country or nation thereof, subject to restrictions under applicable laws and regulations, including but not limited to inclusion on the Export Administration Regulations' Denied Party List or any similar list published by a United States or foreign agency; (ii) Supplier is not located in, under the control of, or a national resident of any such restricted country; (iii) the Products have not been produced, in whole or in part, by prison labor, sweatshop labor, abusive forms of child labor, slave labor, or by other labor practices in violation of applicable law; and (iv) unless otherwise agreed to in writing by Fisher Scientific and Supplier, Supplier shall serve as the Importer of Record for the Products, comply with all applicable laws, be responsible for all fees, and assume all obligations incurred as the Importer of Record.

21. ASSIGNMENT. Supplier shall not assign this Agreement or any rights or work performed under the Agreement without the prior written consent of Fisher Scientific. Any attempted assignment without such consent will be null and void and will be grounds for termination.

22. WAIVER. Fisher Scientific's failure to exercise, delay in exercising, or single or partial exercise of any right, power or privilege is not a waiver and does not preclude further exercise of the same right, power or privilege.

23. VALIDITY OF PROVISIONS. In the event that any part or provision of this Agreement is held to be invalid, void, or unenforceable, such holding will not affect the remaining parts or provisions of this Agreement.

24. GOVERNING LAW & VENUE. The laws of the Commonwealth of Pennsylvania govern all matters arising out of this Agreement without reference to any conflict of law provisions. The state and federal courts located in Allegheny County, Pennsylvania have exclusive jurisdiction over all disputes, and the parties hereby consent to such jurisdiction, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses. The UN Convention on Contracts for the International Sale of Goods does not apply to the sale of goods under this Agreement.

25. CONFIDENTIALITY. Each party ("Recipient") shall hold as confidential information provided by the other party ("Discloser") (such information "Confidential Information"). Fisher Scientific's customer names, addresses, key contacts, customer purchase history, documents and information related to the marketing, sale or distribution of any products are the Confidential Information of Fisher Scientific, regardless of whether such information is marked as "confidential". Additionally, the terms of this Agreement constitute Confidential Information. Supplier shall limit the Confidential Information that it provides to Fisher Scientific to information concerning sources, new products development and financial information unless Fisher Scientific consents to the disclosure of additional information. In the event Confidential Information is exchanged, Confidential Information will be retained by the Recipient in confidence during the term of this Agreement and for a period of five (5) years following the termination. Confidential Information transmittal is upon the condition that the Confidential Information is used solely to effectuate this Agreement; and the Recipient shall not use, publish, or disclose Confidential Information, in whole or in part, for any purpose other than that stated in the Agreement. The restrictions on disclosure and use in this paragraph do not apply to any information which the Recipient can show by written evidence, was known to it at the time of receipt, or which may be obtained from third parties who are not, to the Recipient's knowledge, bound by a confidentiality agreement to the Discloser, or which is in the public domain, or which may be independently developed without use of the Confidential Information**.**

26. GRATUITIES. Neither the Supplier, nor anyone in privity with the Supplier, shall have accepted or accept, or give or agree to give, any gratuity from any person, including but not limited to Fisher Scientific, in connection with the purchase of Products.

27. AUDIT RIGHTS. During the term of this Agreement or for a reasonable period after or termination, Fisher Scientific has the right upon reasonable notice and during normal business hours to audit Supplier's facilities and records as reasonably necessary. All audits will be subject to this Agreement and any existing confidentiality agreement between Supplier and Fisher Scientific. Fisher Scientific may engage a third-party vendor assist with audits and, in such case, the third party vendor will not be required to sign a separate confidentiality agreement, provided, such vendor is subject to confidentiality obligations at least as stringent as the confidentiality obligations in the relevant agreements between Supplier and Fisher Scientific. Fisher Scientific will use commercially reasonable efforts to minimize any inconvenience to Supplier as a result of any audit.

28. CONFLICT MINERALS. Supplier must ensure that parts and Products supplied that contain "conflict minerals" (i.e., columbite-tantalite (coltan), cassiterite (tin), gold, wolframite (tungsten), or their derivatives) are "DRC conflict-free" (i.e., that such "conflict minerals" do not directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country). Supplier will or has established appropriate policies, due diligence frameworks, and management systems that are designed to accomplish this goal. Supplier will provide such information to Fisher Scientific and take such other actions as Fisher Scientific requests to enable Fisher Scientific to comply with its obligations under regulations of the Securities and Exchange Commission promulgated under Section 13(p) of the Securities Exchange Act of 1934, as amended.

29. GOVERNMENT PROCUREMENT PROVISIONS:

a. Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(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, 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, national origin, protected veteran status or disability.

b. Supplier must mark Products with regards to origin in accordance with Fisher Scientific's specifications, U.S. requirements pursuant to 19 CFR § 134 and all other applicable statutes, laws, regulations, codes, standards, ordinances and orders. Upon Fisher Scientific's request, Supplier will promptly provide certification to evidence the country of origin of such Products and/or materials purchased. Supplier shall protect, indemnify, exonerate and hold Fisher Scientific harmless from and against any and all suits, claims, liability, losses, liens and demands (including reasonable attorneys' fees), fines, costs, criminal and civil penalties, causes of action or any other obligations arising out of or in any matter connected with Supplier's failure to comply with any applicable laws, regulations and/or other requirements.

c. To the extent the Products are commercial items as defined by Federal Acquisition Regulation (FAR) 2.101 ("Commercial Products"), FAR 52.212-5(e)(1) only, are incorporated into this Agreement. Pursuant to Title 48 of the FAR, Fisher Scientific is required to flow down specific contract clauses to its subcontractors. Supplier accepts the mandatory supplier flow downs in FAR 52.212-5(e). In addition, Fisher Scientific may also request in writing and Supplier agrees that mandatory supplier flow downs will be incorporated into a specific purchase order and/or an agreement signed by Supplier and Fisher Scientific.

d. Supplier shall abide by FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JULY 2018).

e. To the extent the Products are Commercial Products for electronic parts or assemblies containing electronic parts, Supplier shall comply with Defense Federal Acquisition Regulation Supplement (DFARS) 252.246-7007 – Contractor Counterfeit Electronic Part Detection and Avoidance System

f. If Supplier provides Software Products (defined below) to Fisher Scientific for use in performance of U.S. Federal Government contracts or subcontracts, Supplier shall comply with all relevant government requirements including, but not limited to, Executive Order 14028, OMB Memorandum M-22-18 and OMB Memorandum M-23-16 ("USG Software Requirements"). Supplier shall ensure that all Software Products provided to Fisher Scientific, or its customers are developed in accordance with secure software development practices, including, at a minimum, the standards set forth in the USG Software Requirements. As used herein, "Software Products" shall include all software firmware, operating systems, applications, and application services (e.g., cloud-based software), as well as products containing software.

30. Dangerous Goods.

a. If Products consist of, contain, or are packaged with lithium batteries, batteries must meet the provisions of the UN Model Regulations on the Transport of Dangerous Goods Chapter 2.94 and meet the requirements of the Manual of Tests and Criteria Part III sub-section 38.3. Supplier shall provide the lithium battery test summary required by the above referenced UN documents upon request. In addition, Supplier will complete an acknowledgement regarding lithium batteries, availability of testing summaries, Supplier's compliance with UN Model Regulations on the Transport of Dangerous Goods, IATA, IMDG, DOT HMRs, and ADR. Supplier shall not ship UN3480, Lithium Ion Batteries (stand-alone lithium ion batteries) to Fisher Scientific at a state of charge (SOC) greater than 30% of their rated design capacity in accordance with IATA Packing Instruction 965.

b. UN specification packagings intended to be used for containment of dangerous goods by the end user including but not limited to empty drums, boxes, and spill kits, must include closure instructions with shipment of the product in accordance with 49 CFR 178.2.(c). The closure instructions may be printed on the actual packaging or as a paper copy accompanying the product.

c. All hazardous material shipments under this Agreement must comply with the regulations outlined in 49 CFR 173.24 regarding the handling, packaging, labeling and transportation of hazardous materials. Supplier packages containing hazardous materials must be designed, constructed, maintained, filled and closed so that under conditions normally incident to transportation, such hazardous materials will not be released.

31. QUALITY REQUIREMENTS. Supplier agrees to the following (or agrees to require compliance of the Product manufacturer regarding the following):

(a) Fisher Scientific may require an investigation and response to be completed for a complaint. Should an investigation be required, Supplier will respond within ten (10) business days. The response must include root cause, containment, and corrective/preventive action.

(b) With respect to product and/or process changes, Supplier will communicate, 30 days prior to implementation, any raw material, formulation or process change to Fisher Scientific via https://supplierexchange.fishersci.com.

(c) Supplier must coordinate any customer notifications in conjunction with Fisher Scientific's Quality and Regulatory Departments. Examples of such communication would be: (i) quality issues, (ii) recalls, (iii) Medical Device Reporting, (iv) reports of corrections and removals, and (v) Medical Device Tracking. Supplier shall communicate to Fisher Scientific via https://supplierexchange.fishersci.com. Fisher Scientific shall respond by providing a list of customers to be contacted by Supplier. Supplier must promptly send recall notifications to all Fisher Scientific customers.

If the end user of the Products or Services will in any way relate to U.S. federal healthcare programs, the following provision applies:

32. HEALTHCARE REPRESENTATIONS. The Office of Inspector General ("OIG") Special Advisory Bulletin on the Effect of Exclusions on Participation in Federal Health Care Programs clarifies the OIG's sanction authority to impose civil money penalties and deny reimbursement under federal health care programs of any and all products or services if products or services are provided by an excluded entity. (Federal Register, September 30, 1999, Vol. 64, No. 189, pp. 52791-52794.) The OIG Special Advisory Bulletin provides that "items or equipment sold by an excluded manufacturer or distributor, used in the treatment of beneficiaries and reimbursed, directly or indirectly, by a federal health care program violate the OIG's exclusion." Supplier represents and warrants that neither it, any of its subsidiaries or affiliated businesses, nor any officers, directors, or other key personnel of same, have been (a) convicted or threatened with conviction of any health care related offense, whether state or federal, or (b) been or threatened with being debarred, excluded, or otherwise listed or rendered ineligible for participation in any federal or state healthcare program, as that term is defined by 42 USC §1320a-7b(f) by any state or federal agency (collectively referred to herein as being "Excluded"). If Supplier, any of its subsidiaries or affiliated businesses, or any officers, directors, or other key personnel of same, are Excluded or otherwise receive from authorities a notice of intent to Exclude from federal or state healthcare program participation, Supplier shall immediately notify Fisher Scientific of the same in writing within forty-eight (48) hours. Upon notice of same, Fisher Scientific will have the right to immediately terminate the order and/or this Agreement in its sole discretion without cost or penalty. If Supplier breaches or fails to comply with any provision of this Paragraph, Supplier shall defend, indemnify and hold Fisher Scientific harmless from and against any loss, claim, suit, expense or obligation arising out of or resulting from

any such breach or noncompliance, including, but not limited to, sanctions, penalties, or fines incurred under the federal Civil Monetary Penalty Law (Section 1128A of the Social Security Act), the Health Insurance Portability and Accountability Act of 1996 or the Balanced Budget Act of 1997.

If the Products to be provided are privately labeled for Fisher Scientific, the following provisions apply:

33. PRIVATE LABEL PACKAGING AND MARKINGS. Any private label Products will contain Fisher Scientific's trademarks and labeling as determined by Fisher Scientific and communicated to Supplier. Supplier shall not change Fisher Scientific's artwork, labeling or packaging without the prior written consent of Fisher Scientific. Supplier shall periodically analyze and review packaging and labeling for any Products which are private labeled to ensure conformity with this Paragraph and the adequacy of Product warnings and instructions. Supplier will abide by any requested changes to the labeling and packaging of the Products as reasonably requested by Fisher Scientific.

34. PRODUCT SPECIFICATIONS. Fisher Scientific and Supplier will agree on baseline features, specifications, and industrial design (including the factory location where the product or product line will be manufactured) for each Product prior to the manufacture. Additionally, each Product will conform to the specifications agreed to in writing between Fisher Scientific and Supplier. Supplier will obtain Fisher Scientific's written consent prior to making any change in the specifications, industrial design or manufacturing location of any Product. Supplier will provide product specification and certification documentation as reasonably requested by Fisher Scientific. Supplier shall report all changes, prior to implementation, to Fisher Quality Assurance via email at changenotifications.ccg@thermofisher.com.

35. DISTRIBUTION RIGHTS OF PRIVATE LABEL PRODUCTS. Fisher Scientific (and its affiliates as set forth by Fisher Scientific by notice to Supplier) has the exclusive worldwide right to sell Products under one or more of Fisher Scientific's name and/or trademarks. Supplier shall not sell any Products bearing Fisher Scientific's trademarks, trade names and/or logos to any other third party except with Fisher Scientific's prior written consent which consent may be denied or withdrawn at any time and for any or no reason.

36. PRIVATE LABEL PROPRIETARY RIGHTS. The following provisions will be in addition to the proprietary rights as outlined in Paragraph 9 of these Procurement Terms and Conditions. Fisher Scientific hereby grants to Supplier a non-exclusive right and license to use its "Fisher Scientific brand" trademark and any other or trade names and/or logos as further identified by Fisher Scientific (collectively the "Licensed Mark") in connection with the Products, subject to the following conditions and limitations:

(a) Supplier shall not use the Licensed Mark related to the sale of the Products to any person or entity other than Fisher Scientific (or any of Fisher Scientific's affiliates or assigns, as set forth by Fisher Scientific);

(b) Supplier shall obtain Fisher Scientific's prior written approval before using signs, labels, packaging material, advertising or any other matter bearing the Licensed Mark;

(c) The term of the non-exclusive license to use the Licensed Mark is co-terminus with the term of this Agreement;

(d) Supplier shall not use any mark identical with or confusingly similar to the Licensed Mark for any purpose unrelated to the sale of the Products;

(e) Supplier has no right, title or interest in the Licensed Mark (except the right to use the Licensed Mark in accordance with this Agreement);

(f) The Licensed Mark is Fisher Scientific's sole property and any uses by Supplier of the Licensed Mark inure to Fisher Scientific's benefit;

(g) Supplier will not raise or cause to be raised any questions concerning, or objections to, the validity of the Licensed Mark or to Fisher Scientific's right of ownership, on any ground whatsoever;

(h) Supplier will not use the Licensed Mark in any manner that will directly or indirectly injure or destroy its value to Fisher Scientific;

(i) In the event of expiration or termination of this Agreement, Supplier will immediately discontinue all use of the Licensed Mark, except for such use as may be required to fulfill its obligations under the Agreement, and, at its expense and as requested by Fisher Scientific, Supplier will either deliver to Fisher Scientific all signs, labels, packaging materials, advertising and the like bearing the Licensed Mark that are then in the possession of Supplier or will destroy the same and, upon Fisher Scientific's request, deliver to Fisher Scientific a certificate of destruction signed by an officer of Supplier;

(j) Supplier shall notify Fisher Scientific of any unauthorized use of marks confusingly similar to the Licensed Mark which comes to Supplier's attention;

(k) This license is not assignable by Supplier nor does Supplier have the right to grant any sublicense except as specifically agreed to in writing by Fisher Scientific.

(l) Fisher Scientific owns any and all product designs, characteristics, distribution plans or models that Fisher Scientific develops and whether or not in connection with Supplier.

37. SAFETY DATA SHEETS. SDSs and hazard warning labels must contain Supplier's emergency contact information, and Supplier will respond immediately to all calls from Fisher Scientific or from a customer.

If the Products are regulated by the United States Food & Drug Administration (FDA), the following provisions apply:

38. FDA COMPLIANCE REQUIREMENTS. Supplier shall comply with FDA Regulations as detailed in Title 21 C.F.R. (Food, Drugs & Medical Devices) § 1-1499. If Supplier is not the Product manufacturer, Supplier shall ensure that the manufacturer is in compliance with FDA Regulations. Without limitation, Supplier agrees to the following (or agrees to require manufacturer compliance regarding the following):

(a) Supplier shall ensure proper registration of all establishments and products involved in the development, manufacture and distribution cycles of the Products and shall comply with any laws, regulations or industry standards.

(b) Supplier shall register and remain registered with the FDA as the Specification Developer and the Product Manufacturer. If Supplier is not the Product manufacturer, Supplier shall ensure that the manufacturer registers and remains registered with the FDA as the Specification Developer and the Product Manufacturer.

(c) Supplier shall ensure that all Medical Devices produced in their establishment(s) are listed with the FDA and conform to FDA C.F.R. Title 21, Subchapter H, Part 807.

(d) Supplier shall register with the FDA all Foreign Establishments manufacturing FDA-regulated Products according to applicable laws and regulations and perform routine audits of such Foreign Establishments. Supplier shall ensure that each Foreign Establishment is registered with the FDA as an exporter.

(e) Supplier must perform all Product quality functions, Medical Device Reporting, reports of corrections and removals and Medical Device Tracking in a timely manner and as required by federal laws and regulations. If Supplier is not the Product manufacturer, Supplier shall ensure that the manufacturer perform all Product quality functions, Medical Device Reporting, reports of corrections and removals and Medical Device Tracking in a timely manner and as required by federal laws and regulations. Supplier must provide appropriate notice to Fisher Scientific of corrective actions, recalls, and market discontinuations.

(f) Supplier shall assure that any Products requiring sterilization comply with applicable law and Good Manufacturing Practices, as defined by FDA regulations.

(g) Supplier shall maintain all required documentation as mandated by FDA regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier shall comply with and maintain a process to document such compliance in accordance with the Quality System Regulations (21 C.F.R. § 820). Supplier will make any and all such documentation available for review by Fisher Scientific (or its designee).

(h) Supplier shall cooperate with Fisher Scientific to allow Fisher Scientific (or its designee) to audit Supplier or Supplier's manufacturers in the supply chain as needed and upon request.

(i) Supplier, as the Specification Developer and Manufacturer, will be responsible for notifications, as required, to the FDA pursuant to 21 C.F.R. § 1-1499. If Supplier is not the Product manufacturer, Supplier will cause the Specification Developer and Manufacturer to provide such notices.

(j) In the event that Supplier manufactures or transports the Products in such a way that another country's equivalent of the U.S. FDA may have jurisdiction (e.g. the People's Republic of China), Supplier shall also comply the other country's laws and regulations related to the marketing, manufacture, distribution or transportation of the Products.

39. FDA PRODUCT INFORMATION. Supplier shall provide the following information to Fisher Scientific with respect to each FDA regulated Product:

1) FDA medical device listing number (MDL)
2) FDA Product Code (3 digit alpha code)
3) FDA device description
4) 510k number (if applicable)
5) Establishment number
6) GTIN – Global Trade Identification Number

If Supplier is not the Product manufacturer, Supplier will ensure that the manufacturer is in compliance with 1-6 above and will obtain and provide such information to Fisher Scientific.

If the Products are regulated by Health Canada as a Medical Device, the following provisions apply:

40. Health Canada Compliance Requirements. Supplier shall comply with the Health Canada Regulations as detailed in Medical Devices Regulations (CMDR) SOR/98-282. If Supplier is not the Product manufacturer, Supplier shall ensure that the manufacturer is in compliance with the requirements stated herein. *Manufacturer* means a person who sells a medical device under their own name, or under a trade-mark, design, trade name or other name or mark owned or controlled by the person, and who is responsible for designing, manufacturing, assembling, processing, labelling, packaging, refurbishing or modifying the device, or for assigning to it a purpose, whether those tasks are performed by that person or on their behalf. Without limitation, Supplier agrees to the following (or agrees to require manufacturer's compliance regarding the following):

(a) Supplier shall obtain the Medical Device License (MDL) from Health Canada as the Product manufacturer (Class II, III & IV). If Supplier is not the Product manufacturer, Supplier will ensure that the manufacturer has an MDL for the Products and remains current with their Health Canada MDL.

(b) Supplier shall ensure that all Medical Devices (Class II, III & IV) produced in their establishment(s) are listed in the Health Canada Medical Devices Active License Listing (MDALL) and conform to CMDR SOR/98-282.

(c) Supplier must perform all Product quality issues, Medical Device Reporting, reports of corrections and removals and Medical Device Tracking in a timely manner and as required by Canadian federal laws and regulations with appropriate notice provided to Fisher Scientific.

(d) Supplier must assure that any Products requiring sterilization comply with applicable law and Good Manufacturing Practices, as defined by Health Canada regulations.

(e) Supplier shall maintain all required documentation as mandated by Canadian regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier shall comply with and maintain a process to document compliance with CMDR SOR/98-282. Supplier will make such documentation available for review by Fisher Scientific (or its designee).

(f) Supplier will cooperate with Fisher Scientific to allow Fisher Scientific (or its designee) to audit Supplier or any of Supplier's manufacturers in the supply chain as needed and upon request.

(g) All labels and packaging (including specifically any Instructions for Use and packaging inserts) must (i) comply with CMDR SOR/98-282, Section 21, and (ii) if required by law, any such labels and packaging must be approved in advance by Health Canada.

(h) Supplier will be responsible for complying with all reporting requirements of the CMDR, relevant to any Product supplied to Fisher Scientific under this Agreement, including without limitation, submitting information and reports for any Medical Device (Class II, III & IV) that Supplier becomes aware presents a serious risk of injury to human health, as required by Section 61.2 of CMDR SOR/98 282 (Serious Risk of Injury to Human Health – Foreign Risk Reporting) including, but not limited to, such risks that have been communicated to Supplier by any regulatory agency included in the List of Regulatory Agencies for the purposes of Section 61.2 and 68.3 of the CMDR. The Supplier shall ensure appropriate notice is provided to Health Canada and Fisher Scientific no later than 72 hours after becoming aware. If Supplier is not the Product manufacturer, Supplier will cause the Manufacturer to provide such notices.

(i) If Supplier manufactures or transports the Products in such a way that another country's equivalent of the Canada's Health Canada may have jurisdiction (e.g. the People's Republic of China), Supplier shall also comply with the laws and regulations which relate to the marketing, manufacture, distribution or transportation of the Products.

41. HEALTH CANADA PRODUCT INFORMATION. Supplier shall provide the following information to Fisher Scientific for each Health Canada regulated Product:

1) Health Canada Medical Device License number
2) Health Canada medical device classification (I, II, III, IV)
3) Device description
4) Name and Address of the Legal Manufacturer

If Supplier is not the Product manufacturer, Supplier will ensure that the manufacturer is in compliance with 1-4 above and will obtain and provide such information to Fisher Scientific.

If the Products are regulated by Health Canada as a Natural Health Product, the following provisions apply:

42. Health Canada Compliance Requirements. Supplier shall comply with the Health Canada Natural Health Product Regulations as detailed in Natural Health Products Regulations (SOR/2003-196). If Supplier is not the Product manufacturer, Supplier shall ensure that the manufacturer is in compliance with Natural Health Products Regulations (SOR/2003-196). *Manufacturer* means a person who fabricates or processes a natural health product for the purpose of sale, but does not include a pharmacist or other health care practitioner who, at the request of a patient, compounds a natural health product for the purpose of sale to that patient. Without limitation, Supplier agrees to the following (or agrees to require compliance of the Product manufacturer regarding the following):

(a) Supplier shall obtain the Product License (PL) from Health Canada as the Product manufacturer. If Supplier is not the Product manufacturer, Supplier will ensure that the manufacturer has a Product License for the Products and remains current with their Health Canada PL.

(b) Supplier shall ensure that all Natural Health Products produced in Supplier's establishment(s) are listed in the Health Canada Licensed Natural Health Products Database and conform to the regulations pursuant to Canadian Natural Health Products Regulations (SOR/2003-196).

(c) Supplier must perform all Product recall reporting in a timely manner and as required by Canadian federal laws and regulations with appropriate notice provided to Fisher Scientific.

(d) Supplier must assure that any Products requiring sterilization comply with Good Manufacturing Practices, and all applicable laws as defined by Health Canada Natural Health Products Regulations (SOR/2003-196), Section 59.

(e) Supplier shall maintain all documentation as mandated by Canadian regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier shall comply with and maintain a process to document compliance with the Natural Health Products

Regulations (SOR/2003-196), Section 53. Supplier will make such documentation available for review by Fisher Scientific (or its designee) pursuant to the terms of this Agreement.

(f) Supplier will cooperate with Fisher Scientific to allow Fisher Scientific (or its designee) to audit Supplier or any of Supplier's manufacturers in the supply chain as needed and upon request.

(g) All labels and packaging (including specifically any Instructions for Use and packaging inserts), must (i) comply with Natural Health Products Regulations (SOR/2003-196), Section 55, and (ii) if required by law, any such labels and packaging must be approved in advance by Health Canada.

(h) Supplier, as the Manufacturer, will be responsible for notifications (e.g. change notifications, reaction reporting and product recalls), as required, to Health Canada by Natural Health Products Regulations (SOR/2003-196), Sections 12, 13, 24 & 62. If Supplier is not the Product manufacturer, Supplier will cause the Manufacturer to provide such notices.

(i) If Supplier manufactures or transports the Products in such a way that another country's equivalent of the Canada's Health Canada may have jurisdiction (e.g. the People's Republic of China), Supplier shall also comply with the laws and regulations which relate to the marketing, manufacture, distribution or transportation of the Natural Health Products.

43. HEALTH CANADA PRODUCT INFORMATION. Supplier shall provide the following information to Fisher Scientific with respect to each Health Canada regulated Natural Health Product:

1) Health Canada Product License Number
2) Health Canada Product Number for each NHP
3) NHP's proper name and the common name of each medicinal ingredient that it contains
4) Name and Address of the Legal Manufacturer

If Supplier is not the Product manufacturer, Supplier will ensure that the manufacturer is in compliance with 1-4 above and will obtain and provide such information to Fisher Scientific.