Procurement Terms and Conditions

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

1. ACCEPTANCE. These Procurement Terms and Conditions and the Purchase Order and/or other agreements to which they are attached (collectively referred to as this "Agreement") do not constitute an acceptance by Fisher Scientific of any prior proposal, quote or offer to sell. Any reference to such is solely for the purpose of incorporating the description and/or specifications of the goods and services contained therein, but only to the extent that such description or specification does not conflict with the description and specifications set forth in the Agreement.

2. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. Any additional terms or conditions contained in Supplier's order acknowledgment, or in any other Supplier document, shall be deemed objected to by Fisher Scientific without the need for further notice of objection, and shall be of no effect, nor shall they be binding upon Fisher Scientific under any circumstances unless expressly accepted by Fisher Scientific in writing. Fisher Scientific's acceptance or rejection of one or more additional terms or conditions shall not constitute 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 Trade custom, trade usage, course of dealing, and past performance are superseded by this Agreement and shall not be used to interpret this Agreement.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 at any time shall have the right to make changes to its order, including without limitation, in the quantities, specifications, drawings, instructions, or delivery schedule. Any such change that has a significant impact on Supplier's time or cost of performance shall entitle either Supplier or Fisher Scientific to an equitable adjustment. However, no additional charge will be allowed unless asserted by the Supplier within ten (10) days after the change is ordered and authorized by Fisher Scientific in writing. Information, such as technical direction or guidance provided to Supplier by Fisher Scientific's representatives in connection with Supplier's performance hereunder, shall not be construed either as a change within the meaning of this provision or as 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 will not have the effect of waiving damages to which Fisher Scientific might otherwise 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 of any kind or nature whatsoever or otherwise disclose the existence of the transactions contemplated hereby except as and to the extent that both parties jointly agree to such press release, public announcement or disclosure previously and in writing.

6. DELIVERY. TIME IS OF THE ESSENCE to process shipments for delivery to Fisher Scientific hereunder. Supplier shall promptly provide written notification to Fisher Scientific of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall 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 thereof. Payments due to Supplier may be offset against sums owed to Fisher Scientific by Supplier. Deliveries shall be strictly in accordance with the schedule set out or referred to in this Agreement and in the exact quantities ordered. In no event shall 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.

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) shall 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) shall comply with all applicable laws, rules, regulations, licenses, permits, ordinances, codes and or standards. This warranty and guaranty shall be 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 shall survive inspection, test, acceptance, and payment, and shall run 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, shall be at the Supplier's expense. Without limiting the foregoing, Supplier shall promptly respond to all Product Improvement Reports submitted by Fisher Scientific and shall take all necessary and appropriate corrective action.

9. PROPRIETARY RIGHTS. Supplier agrees that Fisher Scientific's designs, specifications, formulas and manufacturing information are proprietary data and shall not be disclosed to others or utilized for purposes other than those intended hereunder. Supplier shall return all proprietary data and copies thereof to Fisher Scientific upon completion of Supplier's obligations hereunder or at Fisher Scientific's request at any earlier time. Supplier hereby acknowledges that Fisher Scientific is the owner of the trademarks and trade names connoting Fisher Scientific or Fisher Scientific products which it may elect to use in the distribution and sale of the Products, and that Supplier has no right or interest in such trademarks and trade names. Supplier agrees that it will not use Fisher Scientific's name, trade name or trademark in any way without the prior express written consent of Fisher Scientific. Supplier hereby grants to Fisher Scientific the royalty-free license to use Supplier's trademarks on the Products, it being expressly understood that if Fisher Scientific elects to use Supplier's trademarks during the term of the Agreement, Fisher Scientific shall properly do so and shall discontinue the use of such trademarks in any new material published after the termination hereof. Following the termination of this Agreement, Supplier grants to Fisher Scientific the right to continue to use Supplier's trademarks as necessary in connection with the sale or service of Products purchased by Fisher Scientific during the term of this Agreement. Supplier represents and 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 pursuant to this Agreement ("Intellectual Property"), and that the use by Fisher Scientific of any Intellectual Property pursuant to this Agreement will not conflict with or infringe upon the rights of any third party.

10. EQUIPMENT & SPECIAL TOOLING. Fisher Scientific shall not be obligated to reimburse Supplier for the cost of any equipment or tooling unless specifically agreed to in writing by Fisher Scientific. 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, shall remain or become the property of Fisher Scientific. All such tools shall be used exclusively for production under Fisher Scientific's orders. Reproducible drawings for tools to be made or acquired by Supplier for performance of Fisher Scientific's orders shall be submitted to Fisher Scientific for approval or to the manufacturer for acquisition of such tools. Supplier will maintain the tools in first-class condition and will make replacements when necessary. Supplier will not make any alterations to such tools without Fisher Scientific's specific written authorization. Supplier will be responsible for all loss or damage to such tools while in Supplier's possession. Upon completion or cancellation of the relevant order, such tools shall be disposed of as Fisher Scientific shall direct.

11. WORK ON BUYER'S PREMISES. Where Supplier is required to enter premises occupied by Fisher Scientific or under Fisher Scientific's control to perform services or otherwise, Supplier will inspect the premises involved, will provide all necessary safeguards for persons it

brings on to the premises, will 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, Supplier's employees or others resulting from or incidental to the presence of such persons on the 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 OR OTHERWISE, IT BEING THE INTENT OF THIS PROVISION 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'S PREMISES, and will maintain workmen's compensation insurance covering all employees performing services related to this Agreement on premises occupied by Fisher Scientific or under Fisher Scientific's control. Supplier expressly agrees to 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 hereunder 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 shall it preclude subsequent rejection by Fisher Scientific.

13. PACKING & SHIPPING. No charge shall be allowed for handling, packing, crating, drayage or storage without written agreement provided by Fisher Scientific. Goods shall be packaged in a method to preserve and protect from damage and/or degradation, and shall be suitably prepared for shipment by Supplier in accordance with acceptable commercial practices and in compliance with all applicable laws. Supplier shall cause the goods to be labeled and marked to conform to all requirements of all applicable federal, state and local laws, including but not limited to CE markings. For shipments to a Fisher Scientific warehouse, Supplier shall identify Fisher Scientific's purchase order number on Supplier's invoice, packing list, bill of lading and all packages. For shipments direct to customers Supplier shall include the customer purchase order number on the packing slip. Supplier shall forward a copy of such invoice to Fisher Scientific. Unless otherwise provided in this Agreement, all sales within the USA and Canada are FOB Destination, 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.

14. TRADE COMPLIANCE. 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. County of Origin.

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

15. PRICING. Fisher Scientific's orders must not be filled and invoiced at prices higher than prices on the associated Purchase Order. Supplier represents that the 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 shall be responsible for and 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 own property. Fisher Scientific shall be responsible only for taxes arising from its ownership of the Products. Supplier agrees to 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.

16. PAYMENT. Payment by Fisher Scientific hereunder shall not be deemed an acceptance of the goods or services performed hereunder by Supplier.

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

18. HAZARDOUS MATERIALS. Supplier will 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 will provide Fisher Scientific with electronic copies of current SDSs. As SDS's are updated/revised, they will be provided to Fisher Scientific promptly. Labels

and SDS's must comply with all applicable laws, including without limitation California's Proposition 65, OSHA Hazard Communication, WHIMS 2015, EU-CLP, REACH and RoHA, all as applicable. Instructions for shipping, handling, warnings, and safety data sheets shall be provided with each shipment. Supplier will provide to Fisher Scientific and its customer (as requested) current SDS for all hazardous Products and product information as requested by Fisher Scientific for proper regulatory classification. Supplier agrees to work in good faith with Fisher Scientific to provide the SDS in product packaging or as otherwise requested by Fisher Scientific. Supplier agrees to and 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 shall be responsible for packing and transportation costs to Supplier. Supplier shall be responsible for all other costs, including, without limitation, any costs associated with Supplier's disposal, recycling or use.

19. 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 agrees to 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 said Products by Fisher Scientific. Without limiting the foregoing, 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.

20. INDEMNITY & INSURANCE. Supplier agrees to 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 hereunder, the breach of any of the terms and conditions contained herein, or any act or omission of Supplier, its agents, employees, or subcontractors. Should a recall be necessitated due to a defect or non-conformance of the Products, Supplier shall bear all costs and expenses of such 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 agrees to 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. The insurance shall not be canceled, reduced or otherwise changed without providing Fisher Scientific with at least thirty (30) days prior written notice.

21. COMPLIANCE WITH LAWS. Supplier shall comply with all applicable international, federal, state, county, and municipal statutes, laws, regulations, codes, standards, ordinances and orders in its performance hereunder and shall be responsible for all fees associated with such compliance, licenses, permits, certifications, bonds, taxes, duties, tariffs and other applicable fees. Without limiting the foregoing, Supplier will comply with all customs laws and requirements of the U.S. (including specifically the U.S. Export Administration Act) 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,

(b) the export and import of the Products and the subsequent distribution of the Products to Fisher Scientific and/or directly to the 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 hereby acknowledges, represents and 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 and shall comply with all applicable laws, be responsible for all applicable fees, and assume all obligations incurred as the Importer of Record.

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

23. WAIVER. No failure to exercise, and no delay in exercising, on the part of Fisher Scientific any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude further exercise of the same right, power or privilege.

24. VALIDITY OF PROVISIONS. In the event that any provision or any part or portion of any provision of this Agreement shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining parts or provisions hereof.

25. GOVERNING LAW & VENUE. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflict of law provisions. Unless the parties agree otherwise in writing, the state and federal courts located in Allegheny County, Pennsylvania shall have exclusive jurisdiction over all disputes hereunder, and the parties hereby consent to such jurisdiction, agree to accept service process by mail, and hereby waive any jurisdiction or venue defenses otherwise available. The parties agree the UN Convention on Contracts for the International Sale of Goods shall not apply to the sale of goods hereunder.

26. CONFIDENTIALITY. Each party (“Recipient”) expressly agrees to hold as confidential certain information which is provided by the other party (“Discloser”) (such information "Confidential Information"). Supplier expressly acknowledges and agrees that Fisher Scientific's customer names, addresses, key contacts, customer purchase history, documents and information in any way related to the marketing, sale or distribution of any products are and shall be the Confidential Information of Fisher Scientific, regardless of whether such information is expressly marked as "confidential" by Fisher Scientific. Additionally, the terms of this Agreement shall constitute Confidential Information. Supplier agrees that it will 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 according to these guidelines, such 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 of this Agreement. The transmittal of such information is and shall be upon the express condition that the information is to be used solely to effectuate this Agreement; and the Recipient shall not use, publish, or disclose said information, in whole or in part, for any purpose other than that stated herein. Notwithstanding the foregoing, the above restrictions on disclosure and use shall 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.

27. 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 the Fisher Scientific, in connection with the purchase of Products.

28. AUDIT RIGHTS. During the term of this Agreement or for a reasonable period after placement of this Agreement or termination of this Agreement, Fisher Scientific shall have the right upon reasonable notice and during normal business hours to audit the facilities and records of Supplier as reasonably necessary and as subject to confidentiality agreements in order to ensure compliance with the terms of this Agreement; provided that Fisher Scientific will use commercially reasonable efforts to minimize any inconvenience to Supplier as a result of such audit.

29. CONFLICT MINERALS. Supplier is expected to ensure that parts and products supplied that contain "conflict minerals" (i.e., columbitetantalite (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 to 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.

30. 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), as applicable. 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 represents that the Products are marked 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 hereunder. 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. As applicable when Fisher Scientific's purchase order is for the acquisition of "commercial items" to be sold by Fisher Scientific to the U.S. Government, the Federal Acquisition Regulation (FAR) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items – clauses in paragraph (e)(1) only, are incorporated into the transaction by reference. Accordingly, the Parties acknowledge that 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 otherwise request in writing to Supplier on a case-by-case basis that additional or different terms than those contained herein be incorporated into a specific Fisher Scientific purchase order by an agreement signed by authorized representatives of both Supplier and Fisher Scientific.

31. DANGEROUS GOODS.

a. If products consist of, contain, or are packaged with lithium batteries, supplier agrees that batteries meet the provisions of the UN Model Regulations on the Transport of Dangerous Goods Chapter 2.94 and meets the requirements of each test of the Manual of Tests and Criteria Part III sub-section 38.3. In addition, supplier agrees to provide the lithium battery test summary required by the above referenced UN documents upon request.

b. Supplier agrees that UN3480, Lithium Ion Batteries (stand-alone lithium ion batteries) will not be shipped 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.

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

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 specifically 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 of the same in writing within forty-eight (48) hours. Upon notice of same, Fisher shall have the right to immediately terminate the order and/or this Agreement in its sole discretion without cost or penalty. In the event Supplier breaches or otherwise fails to comply with any provision of this Paragraph, Supplier hereby agrees to defend, indemnify and hold Fisher 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.

33. QUALITY REQUIREMENTS. Supplier specifically agrees to the following (or agrees to require compliance of the manufacturer of the Products regarding the following):
(a) Fisher Scientific may require a formal investigation and response to be completed for a complaint. Should an investigation be required, a response is expected within 25 business days. The response shall include root cause, containment, and corrective/preventive action.

(b) With respect to product and/or process changes, Supplier will communicate, prior to implementation, any raw material, formulation or process change to Fisher Scientific by email to changenotifications.ccg@thermofisher.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 email to QA.CCG@Thermofisher.com. QA shall respond by providing a list of Fisher Scientific customers to be contacted by Supplier. Supplier is responsible for promptly sending recall notification to all Fisher Scientific customers.

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

34. 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 agrees to make no change to any of Fisher Scientific's artwork, labeling or packaging without first obtaining the written consent of Fisher Scientific. Supplier shall periodically analyze and review packaging and labeling for any Products which are private labeled for Fisher Scientific to ensure conformity with the provisions of 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.

35. PRODUCT SPECIFICATIONS. Fisher Scientific and Supplier will mutually agree on baseline features, specifications, and industrial design (including the location of the factory where the product or product line will be manufactured) for each Product or line of Products prior to the manufacture of any Product. 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 Scientific Quality Assurance via email at changenotifications.ccg@thermofisher.com.

36. DISTRIBUTION RIGHTS OF PRIVATE LABEL PRODUCTS. Fisher Scientific (and its affiliates as set forth by Fisher Scientific by notice to Supplier) will have 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.

37. 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 "Fisherbrand" 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 in any manner in any way related to the sale of any 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 all 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) during and after the term of this Agreement, 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 acknowledges and agrees that nothing contained herein shall give to Supplier any right, title or interest in the Licensed Mark (except the right to use the Licensed Mark in accordance with the terms of the this Agreement), that the Licensed Mark is Fisher Scientific's sole property and that any uses by Supplier of the Licensed Mark shall inure to Fisher Scientific's benefit. 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;

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

(g) 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 herein, 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;

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

(i) this license shall not be assignable in any manner whatsoever by Supplier nor shall Supplier have the right to grant any sublicense except as specifically agreed to in writing by Fisher Scientific. Supplier acknowledges and agrees that Fisher Scientific owns any and all product designs, characteristics, distribution plans or models that Fisher Scientific develops during the term of this Agreement or in any way connected to this Agreement, in whole or in part, and whether or not in connection with Supplier.

38. SAFETY DATA SHEETS. SDSs and hazard warning labels will contain Supplier's emergency contact information, and Supplier will respond immediately to all calls from Fisher Scientific or direct from a customer, as applicable. If the Products to be provided are regulated by the United States Food & Drug Administration (FDA), the following provisions will apply:

39. FDA COMPLIANCE REQUIREMENTS. Supplier agrees that it will comply with all aspects of the FDA Regulations as detailed in Title 21 C.F.R. (Food & Drugs) § 1-1499. If Supplier is not the manufacturer of the Products, Supplier shall ensure that the manufacturer is in compliance with the requirements stated herein. Without limiting the foregoing, Supplier

specifically agrees to the following (or agrees to require compliance of the manufacturer of the Products regarding the following):

(a) Supplier shall ensure proper registration of all establishments and products involved in the development, manufacture and distribution cyclesof the Products and shall comply in all respects with any laws relating thereto.

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

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

(d) Supplier shall register with FDA all Foreign Establishments manufacturing FDA-regulated Products according to the applicable laws and regulations and hereby agrees to perform routine audits of such Foreign Establishments during the term of this Agreement.

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

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

(g) Supplier will maintain all required documentation as mandated by FDA regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier will comply with and will 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) pursuant to the terms of this Agreement.

(h) 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.

(i) With respect to any labels and packaging (including specifically any Instructions for Use and packaging inserts), all such labels and packaging must (i) be approved by Fisher in advance, and (ii) if required by law, any such labels and packaging must be approved in advance by the FDA.

(j) With respect to process changes, Supplier will communicate in a timely manner any raw material, formulation or process change to Fisher Scientific.

(k) If required by law, Supplier must coordinate any customer notifications in conjunction with Fisher Scientific's Quality and Regulatory Departments. Examples of such required communication would be:

(i) quality issues,

(ii) process changes,

(iii) recalls,

(iv) Medical Device Reporting,

(v) reports of corrections and removals, and

(vi) Medical Device Trading.

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

(m) Notwithstanding the foregoing, in the event that the Products are manufactured or transported by Supplier 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 agrees that it will also comply with any such laws and regulations which relate in any way to the marketing, manufacture, distribution or transportation of the Products.

40. FDA PRODUCT INFORMATION. Supplier agrees that it will 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. If Supplier is not the manufacturer of the Products, Supplier will ensure that the manufacturer is in compliance with the above and will obtain the foregoing and provide such information to Fisher Scientific.

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

41. Health Canada Compliance Requirements. Supplier agrees that it will comply with all aspects of the Health Canada Regulations as detailed in Medical Devices Regulations (CMDR) SOR/98-282 (FOOD AND DRUGS ACT). If Supplier is not the manufacturer of the Products, 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 limiting the foregoing, Supplier specifically agrees to the following (or agrees to require compliance of the manufacturer of the Products regarding the following):

(a) Supplier shall obtain the Medical Device License (MDL) from Health Canada as the manufacturer of the products (Class II, III & IV). If Supplier is not the manufacturer of the

Products, 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 the regulations pursuant to Canadian Medical Devices Regulations SOR/98-282 (FOOD AND DRUGS ACT).

(c) All Product quality issues, Medical Device Reporting, reports of corrections and removals and Medical Device Tracking must be performed in a timely manner by Supplier 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 all applicable law and Good Manufacturing Practices, as defined by Health Canada regulations.

(e) Supplier will maintain all required documentation as mandated by Canadian regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier will comply with and will maintain a process to document such compliance in accordance with the CMDR SOR/98-282 (FOOD AND DRUGS ACT). Supplier will make any and all 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) With respect to any labels and packaging (including specifically any Instructions for Use and packaging inserts), all such labels and packaging must (i) comply with CMDR SOR/98-282 (FOOD AND DRUGS ACT), Section 21 be approved by Fisher Scientific in advance, 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 (mandatory problem reporting and product recalls), as required, to Health Canada by Medical Devices Regulations SOR/98-282 (FOOD AND DRUGS ACT). If Supplier is not the manufacturer of the Products, Supplier will cause the Manufacturer to provide such notices.

(i) Notwithstanding the foregoing, in the event that the Products are manufactured or transported by Supplier 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 agrees that it will also comply with any such laws and regulations which relate in any way to the marketing, manufacture, distribution or transportation of the Products.

42. HEALTH CANADA PRODUCT INFORMATION. Supplier agrees that it will provide the following information to Fisher Scientific with respect to 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 manufacturer of the Products, Supplier will ensure that the

manufacturer is in compliance with the above and will obtain the foregoing and provide such information to Fisher Scientific.

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

43. Health Canada Compliance Requirements. Supplier agrees that it will comply with all aspects of the Health Canada Natural Health Product Regulations as detailed in Natural Health Products Regulations (SOR/2003- 196). If Supplier is not the manufacturer of the Products, Supplier shall ensure that the manufacturer is in compliance with the requirements stated herein. 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 limiting the foregoing, Supplier specifically agrees to the following (or agrees to require compliance of the manufacturer of the Products regarding the following):

(a) Supplier shall obtain the Product License (PL) from Health Canada as the manufacturer of the products. If Supplier is not the manufacturer of the Products, 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 their 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) All Product recall reporting must be performed in a timely manner by Supplier 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 will maintain all required documentation as mandated by Canadian regulations and as required pursuant to Supplier's Quality System. Additionally, Supplier will comply with and will maintain a process to document such compliance in accordance with the Natural Health Products Regulations (SOR/2003-196), Section 53. Supplier will make any and all 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) With respect to any labels and packaging (including specifically any Instructions for Use and packaging inserts), all such labels and packaging 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 manufacturer of the Products, Supplier will cause the Manufacturer to provide such notices.

(i) Notwithstanding the foregoing, in the event that the Products are manufactured or transported by Supplier 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 agrees that it will also comply with any such laws and regulations which relate in any way to the marketing, manufacture, distribution or transportation of the Natural Health Products.