

TERMS AND CONDITIONS OF SALE IN CANADA

Effective: January 27, 2021

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Fisher Scientific Company L.L.C. (“Seller”) hereby offers for sale to the buyer named in the order (“Buyer”) the products listed on the face thereof (the “**Products**”) on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer’s offer, this document shall be construed as a counteroffer and shall not be effective as an acceptance of Buyer’s document. Buyer’s receipt of Products or Seller’s commencement of the services provided hereunder will constitute Buyer’s acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer’s purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller’s failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

1. **Price:** Buyer shall pay the current list price for each **Product** unless otherwise agreed in a Purchase Agreement, subject to additions necessary to cover federal, provincial or other taxes or handling charges upon the **Products** or services herein described, all of which shall be paid by Buyer. Prices are in Canadian (CAD) dollars unless noted otherwise. Prices are subject to increase without notice.
2. **Exchange:** For purposes of this agreement, all U.S. sourced products sold in Canada that have been priced in Canadian dollars have been calculated using a monthly fixed exchange rate. Any price changes due to a fluctuation of +/- 3 percentage points to this rate must be maintained for a period of 2 months before any modifications to future product pricing may be put into effect.
3. **Customs Duty and Tariffs:** Seller reserves the right to adjust pricing on items should their duty status under a trade agreement change during the pricing term.
4. **Third Party Products – Encompass:** Pricing for Third Party Products (Encompass, a Value Added Procurement Service) are subject to change without prior notice throughout the term of the agreement. Third Party Products are defined as Products that Seller obtains from third-party suppliers, with whom Seller does not maintain an established franchise vendor relationship, solely as an accommodation to Seller’s customers.

5. **Raw Material:** Seller reserves the right to review pricing should the price of raw materials used to produce the finished goods increase significantly; in particular products with a petrochemical base. The minimum notice period for price changes will be 30 days.
6. **Terms:** Unless otherwise specified in a Purchase Agreement, Buyer shall pay Seller in full within 30 days from date of invoice, F.O.B. shipping point. Title to and risk of loss of any **Product** sold shall pass to Buyer upon Seller's delivery to carrier at F.O.B. point, provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be. A hazardous materials surcharge is applicable to all orders containing one or more hazardous materials. Additional handling charges may apply. Invoices will be rendered on each shipment, partial or complete. Seller shall have a security interest in the **Products** and any proceeds there from to secure the payment obligations. Buyer authorizes Seller to sign and file such financing statements as may be necessary or desirable to evidence or perfect the security interest. Seller reserves the right to implement a minimum order policy or a fuel surcharge should the price of oil and or fuel increase significantly throughout the contract term.
7. **Late Payments:** If Buyer fails to pay when due any amount required to be paid to Seller, then in addition to paying such amount ("Principal"), Buyer shall pay Seller 1.5 percent interest per month on such Principal until the Principal is paid. Seller will not be obligated to accept credit cards or purchase cards beyond the point of sale.
8. **Orders:** Once accepted, orders are not subject to cancellation without prior consent. A cancellation fee may apply.
9. **Delivery:** All Shipping dates are approximate. Seller shall not be liable for loss or damage due to delay or failure to make delivery when such delay or failure is caused by fire, flood, lock-outs, strikes, labour disputes, civil or military authority, war hostilities, governmental control, restrictions, prohibitions, unusual delays in transportation, pandemic or epidemic, failure of Seller and suppliers to meet their contractual obligations, shortage of goods or any matters beyond Seller's control. Seller reserves the right to substitute alternate **Products** with comparable specifications for those ordered. Buyer(s) shall have the right to return any substituted **Products** at no charge by following the returned goods policy as stated herein.
10. **Receiving:** The Buyer is responsible for providing adequate receiving facilities for large equipment and is responsible for unloading. **Special unloading arrangements can be made provided Seller is notified at the time of placing order.** If loading dock is less than 42 to 44 inches from the ground, power tailgate is required. Please note that additional charges **may** apply to the above.
11. **Warranty:** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended storage and usage by properly trained personnel, for the duration of the manufacturer's warranty period set forth in the product documentation, published specifications or package inserts. If a manufacturer's period is not specified in the

product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment, and the earlier of any stated expiry dates or ninety (90) days for all other products (the "Warranty Period"). In the case of laboratory chemical products, retest dates on Products have no effect on the warranty period. Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Goods Authorization ("RGA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller and Seller disclaims all warranties associated with the accuracy of any original manufacturer or third- party supplier Product information, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS

PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

No agent or employee of Seller is authorized to extend any other warranty or to assume for Seller any liability except as above set forth. All warranties are void should the products sold leave Canada for any reason.

12. **Indemnification by Seller:** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid Canada or U.S. patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it

becomes non-infringing, provided the modification or replacement does not adversely affect the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

13. **Indemnification by Buyer:** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.
14. **Returned Goods Policy:** In the case of damage or loss in transit, Buyer must inspect the shipment and contact Seller and the carrier within 48 hours of receipt. All containers and packing materials must be retained for inspection. Hazardous materials authorized for return must be packed, labelled and shipped in accordance with TDG regulations governing transportation of hazardous materials and any other applicable requirements. Seller will not accept returns of products that have been discontinued, products that are personalized or customized, products that are outdated, shelf-worn, used or defaced and, therefore unsuitable for return to stock and resale as new, reagents, diagnostics, or chemicals which have been opened, products that have been shipped outside Canada, certain medical device products, controlled goods, products containing mercury and temperature sensitive products that require storage in a refrigerator or freezer. This includes but is not limited to biotech items and some clinical products. Seller shall not be obligated to accept any other returns, except upon its consent and payment of a restocking charge by Buyer. Returns of specially ordered items are subject to the return policy of the manufacturer. Returned goods are subject to a 20 percent restocking charge and are to be returned freight paid unless specified differently by Seller.
15. **Installation:** Buyer shall make available a suitable place of installation with all facilities in accordance with Seller's installation specifications and procedures as provided in this quotation. Buyer shall furnish all labour required to place the Products in the desired location. Seller shall install the Products (requiring same) in accordance with its customary procedures as provided in the quotation.
16. **Software:** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are

understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

17. **Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS, WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.
18. **Assignment:** This agreement may not be assigned or otherwise transferred by Buyer without the express, written consent of Seller.
19. **Controlling Terms and Conditions:** In the event of conflict in any of the terms and conditions, those contained in the Purchase Agreement shall govern. It is expressly understood and agreed that any terms and conditions in any purchase order issued to Seller shall be without force and effect.

- 20. Export Restrictions:** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from Canada or the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and countries. Buyer shall comply with the EAR and all other applicable laws, regulations, and treaties, and obtain the required license to do so from the appropriate government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.
- 21. Miscellaneous:** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the provincial and federal courts located in Ottawa, Ontario, CDA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Seller shall cooperate with Buyer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews

shall be limited to once per year and shall cover the prior twelve month period. Reasonable credit shall be given to undercharges and overcharges. If Buyer engages external consultants to review invoice accuracy, Seller reserves the right to charge a reasonable fee for support provided to such party. This agreement constitutes the compiler agreement of the parties. No representation, understandings or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified in writing, signed by both parties or their duly authorized agents. Any waiver by Seller shall not be deemed to excuse or waive subsequent nonperformance.

22. **Confidential Information:** Seller and Buyer agree that during the term of this agreement and any renewal term, certain confidential information not generally available to the public (the "Confidential Information") may be provided by one party (the "Disclosing Party") to the other party or its respective employees, agents, principals or representatives (collectively, the "Recipient") regarding the Disclosing Party and its related businesses. The Recipient hereby agrees to maintain in confidence and not use the Confidential Information in competition with the Disclosing Party or to disclose the Confidential Information to any third party other than as agreed to in writing by the Disclosing Party. These restrictions will not apply to the disclosure of Confidential Information by the Recipient which is required by law; was already known to the Recipient through lawful means prior to disclosure; was in the public domain at the time it was disclosed or becomes publicly available to the Recipient after disclosure through lawful means; was independently developed by the Recipient; or, was disclosed to the Recipient by a third party who had the right to make disclosure. The Recipient agrees that the obligation to keep the Confidential Information confidential will continue after the termination of this agreement. Upon termination of this agreement, the Recipient will return all Confidential Information, including any copies of Confidential Information, to the Disclosing Party. The Recipient shall destroy all copies of the Confidential Information, including any notes or other documents that contain or refer to the Confidential Information.