

TERMS AND CONDITIONS OF PURCHASE

This Purchase Order is for the purchase of goods, services, or both as described on the face of this document (collectively, “Goods”) and is issued by Abbott. “Abbott” means Abbott Australasia Pty Ltd or Abbott NZ Limited or any affiliates of these companies, identified on the face of this document. This Purchase Order is deemed accepted when Supplier returns the acknowledgment copy of this Purchase Order or begins performing under this Purchase Order, whichever is earlier.

Order of Precedence

Abbott rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. All contract documents related to this Purchase Order are interpreted together as one agreement. But if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) any consignment agreement; then b) any supply agreement; then c) any contract for labour services; then d) the face of the Purchase Order and any supplemental terms included or incorporated by reference; then e) these general Purchase Order provisions; and finally f) other contract documents agreed to in writing by the parties.

Invoicing and Payment

This Purchase Order number must appear on all invoices, packages, and correspondence. Payment terms are net 90 days from receipt of invoice and conforming Goods unless otherwise stated on the face of the Purchase Order or other written agreement executed by both parties.

Delivery, Shipment and Packaging

Goods (as applicable) shall be suitably packed or otherwise prepared for shipment in accordance with the requirements of common carriers and to secure the lowest transport and insurance rates. There shall be no charge for wrapping, packing, marking, boxing, or carriage, unless authority for such charge is expressly incorporated herein. In the event of any damage due to inadequate or defective packing, Abbott shall not be responsible for replacing the damaged Goods and Supplier shall repair or replace the damaged Goods as required by Abbott. All containers must show description of contents, Abbott’s part no. (if applicable), manufacturers and Suppliers name. Abbott shall have 30 days from the date of receipt of these Goods to ascertain if these Goods meet the required Standards or Specifications. Within this period of 30 days, if the Goods are deemed not to have met the required Standards or Specifications, Abbott shall be entitled to return the same to Supplier at the expense of Supplier with no obligation to pay for the Goods and the Goods will be held for Supplier’s instructions at Supplier’s cost and risk. Title and risk to the Goods shall be deemed to have passed to Abbott only upon unconditional acceptance of the Goods. All orders are subject to inspection and rejection notwithstanding prior payment. The Purchase Order is subject to adherence by Supplier to the delivery schedule (in whole or part) shown in this Purchase Order.

Warranties and Indemnities

Supplier, (a) warrants and represents that it is now in compliance with and undertakes that in the performance of its obligations under this Purchase Order, it shall continue to comply with all applicable laws, regulations and industry codes of practice, including those related to anti-bribery and anti-corruption; (b) warrants that the Goods and components and materials thereof are free from defects in design and workmanship and correspond with the specifications at the time of delivery; and (c) warrants that the Goods do not infringe on any local or foreign patent, trademark, or copyright, and Supplier agrees to indemnify and hold harmless Abbott and its employees against any damages, liability, costs, or expense, including reasonable attorney’s fees resulting from any claim or proceeding alleging such infringement. Supplier agrees to indemnify and hold harmless Abbott from all losses, liability, damages and/or expenses which may be sustained or claimed against Abbott (a) arising out of the use of the Goods including negligent services or defective material from Supplier; (b) arising from injury to Supplier’s employees in the course of providing services or materials to Abbott; or (c) arising from Supplier’s use of automobiles, trucks, heavy equipment, or other vehicles in the course of providing the Goods to Abbott. Supplier shall at the request of Abbott defend any such claim, action, or lawsuit.

Insurance

Supplier shall, at its own cost and expense, obtain and thereafter maintain in full force and affect the following insurance during the term of this Purchase Order: (a) Worker’s Compensation and Occupational Disease Insurance with statutory limits and Employer’s Liability coverage as required by local laws; (b) Automobile Liability Insurance covering all owned, non-owned and hired vehicles; and (c) General Liability Insurance including Professional Liability Insurance with a minimum limit of \$1,000,000 AUD per occurrence. Abbott and its subsidiaries will be named as “additional insured” under this coverage.

Termination

Notwithstanding any firm time period or quantity on the face of the Purchase Order, Abbott may, without prejudice to any of its rights or remedies, terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 30 days prior written notice. If Abbott terminates this Purchase Order, Abbott's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Abbott before the termination.

Assignment

Supplier shall not assign this Purchase Order, nor any monies due or that may become due under this Purchase Order, without Abbott's prior written consent and any attempted assignment without such consent of Abbott shall be void. Abbott Laboratories, a company incorporated in US and Abbott's ultimate parent company, Supplier hereby consents to the transfer or assignment of Abbott's rights and obligations under this Purchase Order to Abbott Laboratories or a subsidiary company in connection with and notwithstanding anything to the contrary that may be contained in this Purchase Order, such transfer or assignment shall not violate, constitute a breach of, result in any additional obligations or loss of rights under, or give rise to any right to terminate or cancel this Purchase Order. Following such transfer or assignment, the person to whom such rights and obligations are transferred or assigned shall have all rights and all obligations of Abbott under the terms and conditions of this Purchase Order, and Abbott shall have no further obligations under the terms and conditions of this Purchase Order. Notwithstanding anything to the contrary that may be contained in this Purchase Order, no consent or notice shall be required for the direct or indirect transfer of any equity of Abbott Laboratories or a subsidiary of either company in connection with, and such transfer shall not violate, constitute a breach of, result in any additional obligations or loss of rights under, or give rise to any right to terminate or cancel this Purchase Order.

Confidentiality

Supplier shall keep confidential all methods, processes, techniques, designs, specifications, research data, marketing and sales information, customer lists, plans and any information provided, or know-how and trade secrets owned by Abbott or in Abbott's possession ("Information") disclosed to Supplier in connection with this order except with Abbott's written consent and shall not use such information for itself or others. Supplier acquires no rights in any intellectual property that belongs to Abbott. Title to any Information, material, or equipment that Abbott provides to Supplier, including replacements will remain or vest with Abbott. Supplier will use such Information, material, or equipment exclusively to fulfil Abbott's Purchase Orders.

Miscellaneous

Waiver by Abbott of any specific defaults by Supplier or failure of Abbott to cancel this order or any part thereof when right of cancellation arises, shall not constitute waiver by Abbott of any of its rights under any of the terms and conditions of this order. No modification or waiver of the terms of this Purchase Order shall be effective unless made in writing by an authorized representative of Abbott and addressed to Supplier and specifically referring to this document.

The validity and interpretation of the agreement between Abbott and Supplier including the terms and conditions of this Purchase Order shall be governed by the laws of Australia.