

PURCHASE ORDER

TERMS AND CONDITIONS

1. CONTRACT: The performance of the Purchase Order by Seller shall constitute acceptance hereof and agreement to a contract containing the terms and conditions set forth herein. If Seller wishes to take exception to any of these terms and conditions, he/she shall do so in writing prior to performing the Purchase Order. Such exceptions shall become part of this contract only if accepted in writing by Buyer. The Purchase Order together with the terms and conditions set forth (collectively as "contract") constitutes the sole agreement between the parties relating to the subject matter hereof, except for amendments agreed to in writing by both Buyer and Seller. The terms contained herein supersede all prior written understandings, assurances and offers. All other terms and conditions submitted by Seller, whether before or after issuance of the Purchase Order, are hereby expressly rejected and excluded by Buyer.

2. WARRANTIES:

A. For Goods. Seller represents and warrants that all goods and materials supplied by Seller to Buyer:

- (i) shall be supplied in accordance with the contract;
- (ii) shall be free from all defects in the material and workmanship for a period of not less than 12 months from the acceptance of goods, materials or services by Buyer;
- (iii) shall be merchantable quality and fit for intended purposes;
- (iv) shall be free from all kinds of encumbrances; and
- (v) shall conform to applicable specifications, drawings, samples, and/or other descriptions.

B. For Services. Seller represents and warrants that all services supplied by Seller to Buyer:

- (i) shall be supplied in accordance with the contract;
- (ii) shall perform by appropriately qualified, trained and skilled person in a workmanlike manner consistent with generally accepted standards in the industry;
- (iii) shall conform to the specifications and/or descriptions;
- (iv) shall meet the service levels or milestones required by Buyer; and
- (v) shall subject to service warranty of not less than 90 days from the service completion date.

C. Unless manufactured pursuant to detailed design furnished by Buyer, Seller assumes design responsibility and warrants all goods to be suitable for the purpose intended. The warranties of Seller, together with its service warranties shall run to Buyer and be transferable for the benefits of each successive customer of Buyer. Seller's liability under this contract shall apply to any and all product liability claims, actions or lawsuits and shall include, without limitation as to amount, incidental or consequential damages of any form or nature. Further, and without limiting the foregoing, Seller's liability is not limited to the adjusted base price of the contract and shall include damages for loss of profits or revenue or the loss of either by reason of increased cost of purchasing or improving equipment, material, supplies or services outside of Buyer's scope of supply; claims of Buyer's customers; and inventory or use charges. All warranties shall survive any inspection, delivery, acceptance of or payment for the goods or services by Buyer.

3. INSPECTION: All goods and/or services are subjected to Buyer's inspection within a reasonable time after such goods and/or services being provided to verify that they conform to the specifications required by Buyer. Buyer shall have the right to inspect and test the materials and workmanship of all goods at all times and places including, when practicable, during manufacture. If any such inspection or test is made

on the premises of Seller, Seller shall furnish without additional charge all reasonable facilities and assistance for a safe and convenient inspection or test. Each item ordered will be subject to final inspection and acceptance by Buyer at destination notwithstanding that title may have been passed to Buyer, that Buyer may have made a prior payment or that Buyer or its customer may have performed some type of source inspection.

4. REJECTION:

A. In case any goods delivered hereunder are defective in material or workmanship or otherwise not in conformity with the drawings, specifications, samples and/or other descriptions, such goods shall be returned to Seller for credit or refund and shall not be replaced or repaired by Seller except upon written instructions from Buyer, excepting however, those goods which Buyer and Seller agree in writing shall be repaired by Buyer at Seller's expense. Any returns shall be F.O.B. Buyer's plant, transportation collect (declared at full value, unless Seller advises otherwise), and Seller shall have all risk of loss from and after the time of shipment. The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies and the failure of Buyer to exercise its right to reject any goods shall not by implication or otherwise constitute a waiver of any such rights or remedies. Any goods returned to Seller for credit or refund, not repaired by Seller, pursuant to written instructions, shall be destroyed and not resold or disposed of to any other party or parties.

B. In case any services performed hereunder are defective or otherwise not in conformity with the service standards, milestones or specifications required by Buyer, Buyer shall be entitled to the refund of monies paid for the services, except upon written instructions from Buyer the Seller is required to re-perform the Services at the time specified by the Buyer and to the Buyer's satisfaction at Seller's costs and expenses. The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies and the failure of Buyer to exercise its right to reject any services shall not by implication or otherwise constitute a waiver of any such rights or remedies.

5. RISK OF LOSS: Seller shall bear the risk of loss until the goods specified herein have been delivered to Buyer at the specified location in the Purchase Order. Unless otherwise instructed, Seller shall prepay all transportation costs to such location. Risk of loss shall pass from Seller to Buyer only when the goods are accepted by Buyer.

6. CHANGES: Buyer may at any time, by written order, make changes within the general scope of the Purchase Order, in any one or more of the following: (i) drawings, designs or specifications pertaining to this Order, (ii) method of shipment or packing, (iii) place of delivery; and (v) the amount of goods to be made available by Buyer for use by Seller in performance of the Purchase Order. If any such change causes an increase or decrease in the cost of, or the time required for, performances of any part of the work under the Purchase Order, whether actually changed or not actually changed by any such order, an equitable adjustment shall be made in the order price, or the delivery schedule, or both. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of Buyer's notification of change. Buyer will have the right to check all claims hereunder at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Seller relating to the Purchase Order.

7. FIXED PRICE: The prices for all goods and/or services to be supplied to Buyer shall be fixed at all times as per the Purchase Order. Unless otherwise agreed in writing by Buyer, further price increase requested by Seller will not be considered by Buyer.

8. PAYMENT: The price for goods and/or services duly supplied by Seller is payable after acceptance by Buyer and within the payment terms agreed between the parties after the submission of invoice by Seller to Buyer together with the proper supporting documents and such other documents as may be requested by Buyer from time to time. Provided however, where the supply of the goods and/or services has been unsatisfactory, Buyer may withhold payment of any invoice until such time as the Seller shall render the goods and/or services satisfactory and/or deduct against Seller's bill the deductions (including refund payment) to be made in accordance with these terms and conditions. For the avoidance of doubt, no payment shall be considered as evidence of the quality of any goods and/or services to which such payment relates nor shall it relieve Seller from its responsibilities under this contract for defective or damaged goods or unsatisfactory performance of services or non-compliance with any requirements and specifications.

9. USE OF BUYER'S NAME: (a) Seller shall not, without first obtaining the written consent of Buyer, in any manner, publish the fact that Seller has supplied or contracted to supply Buyer any goods and/or services, or use the name of Buyer or any of its customers in Seller's advertising, marketing or other publications; (b) if the goods specified in the Purchase Order are based on Buyer's design, either as an assembly or component part of an assembly, or if the material bears Buyer's trademark and/or any other identifying mark, it shall not bear any trademark or other designation of the maker or Seller, and similar material shall not be sold or otherwise disposed of to anyone other than Buyer.

10. NO INFRINGEMENT: To the extent that the goods delivered hereunder are not manufactured based on Buyer's designs, Seller guarantees that the sale or use of any or all goods delivered hereunder or processes used will not infringe any patent, service mark, trademark, trade name, copyright and any other intellectual property rights of any third party. Should any goods and/or services become, or in Buyer's reasonable opinion, are likely to become, the subject of a claim of infringement, without prejudice to such other rights Buyer may have under this contract or the applicable laws, Buyer shall have the right to require the Seller to, at Seller's costs and expenses, (i) procure for Buyer the right to continue using the goods and/or services, (ii) replace or modify the goods and/or services to become non-infringing, or (iii) provide a refund to Buyer for all amounts paid by Buyer in respect of the infringing goods and/or services. Seller shall defend and save Buyer and its successive customers harmless from any expense, loss, damage or liability which may be incurred on account of infringement or alleged infringement of any intellectual property rights with respect to such goods or processes, and that Seller will at its own expense defend any action, suit or claim in which such infringement is alleged. Buyer shall duly notify Seller as to such suits or claims, Buyer and its successive customers shall have the right, at their option, to participate in the defense of any such action.

11. PROPRIETARY RIGHTS: Except as specifically authorized in writing by Buyer, this contract does not grant to Seller any right, title, or interest in or to Buyer's proprietary rights or information including, but not limited to, Buyer's name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, product names or designations, model names or numbers, processes, models, prototypes, designs, or formulas.

12. WORKS MADE FOR HIRE: To the extent that the goods and/or services supplied hereunder are based on Buyer's designs, all works of authorship resulting from such goods and/or services shall be considered works made for hire unless otherwise agreed by Buyer. In the event any of such works are deemed not to be works made for hire, then Seller irrevocably assigns any and all rights Seller may have in such works to Buyer if so required. Buyer shall be the exclusive owner of such works and intellectual property rights arising in such works.

13. CONFIDENTIAL INFORMATION: All disclosures, drawings, specifications, patterns or technical information furnished to Seller by Buyer are the sole property of Buyer and are submitted in confidence upon the understanding and agreement by Seller that they shall not be disclosed or furnished to any third party, shall not be used by Seller in whole or in part for any purpose not designated by Buyer and shall be returned to Buyer immediately upon Buyer's request.

14. BUYER'S PROPERTY: Unless otherwise provided in writing, any Buyer-owned property of any description, including all tools, equipment and materials which Buyer furnishes or makes available to Seller, and any replacement thereof, shall be and remain the property of Buyer. All Buyer's properties shall not be modified without the written consent of the Buyer. Such property shall be plainly marked or otherwise adequately identified by Seller as property of Buyer (by name) and shall be safely stored separately and apart from Seller's property. Seller shall not use such property except for performance of work hereunder or as authorized in writing by Buyer. Such property while in Seller's possession or control shall be kept in good condition, shall be held at Seller's risk, and shall be kept insured by Seller, at Seller's expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not materially consumed in Seller's performance of the Purchase Order, it shall be subject to inspection and removal by Buyer, and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Seller. As and when directed by Buyer, Seller shall disclose the location of such property and/or prepare it for shipment and ship F.O.B. its plant to Buyer in as good condition as originally received by Seller, reasonable wear and tear accepted.

15. TIME OF ESSENCE: Time is the essence with this contract. Failure to tender conforming goods by the delivery date specified therein and/or perform the services by the specified date and time by Buyer shall constitute a breach by Seller, and Seller shall have no right to make a later conforming tender except upon Buyer's prior written authorization.

16. CANCELLATION: If Seller fails (i) to deliver the goods and/or perform services at the time(s) specified therein or any extension thereof authorized by Buyer in writing, or (ii) to perform any of the other provisions of the Purchase Order and does not cure such failure with a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. Buyer may by written notice of default to Seller cancel the whole or any part of the goods and/or services ordered without any liability to Seller; except for completed goods and/or services duly delivered and accepted, and except under that portion of the Purchase Order not cancelled. Provided, however, that with respect to finished, in-process or otherwise unfinished work under the Purchase Order, Buyer shall have the right to take full title to and possession of all of part of the work immediately upon notice to Seller thereof, regardless of whether or not final price terms have been agreed upon.

17. ASSIGNMENT: Except as otherwise expressly provided herein, neither this Order nor any interest hereunder shall be assignable by Seller without Buyer's prior written consent.

18. INDEMNIFICATION: Seller assumes complete responsibility and liability for any and all damage and/or injury of any kind or nature whatsoever (including death) to all persons, and to all property caused by, resulting from, arising out of or occurring in connection with Seller's goods and/or services. Except to the extent, if any, expressly prohibited by statute, should any claims, actions and/or lawsuits for such damage, injury and/or death be alleged or asserted, Seller agrees to defend, indemnify, save and keep harmless Buyer, its officers, agents, servants and employees from and against any and all such claims, actions and/or lawsuits and further from and against any and all loss, cost, expense, judgment, settlement liability, damage or injury, including legal fees and disbursements, that Buyer, its officers, agents, servants

and employees may directly or indirectly sustain, suffer or incur as a result thereof and the defense of any action at law which may be brought against Buyer, its officers, agents, servants and employees upon or by reason of any such claim, actions, and/or lawsuits and to pay on behalf of Buyer, its officers, agents, servants and employees upon demand, the amount of any judgment and/or settlement that may be entered against Buyer, its officers, agents, servants and employees in any such claim, action and/or lawsuit. For the avoidance of doubt, in no case the Buyer shall be liable for losses and damages to third parties, resulting directly or indirectly from Seller's supply of goods and/or services.

19. INSURANCE: Seller shall procure, maintain and at all times continue in effect at its own expense, commercial general liability insurance including completed operations and products liability coverage with primary limits of not less than One Million US Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury, personal injury and property damage liability and following form excess or umbrella liability insurance with limits of not less than Five Million US Dollars (\$5,000,000.00) ultimate net loss. Said products, completed operations and contractual liability coverages shall name Buyer as an additional insured if required by Buyer and further provide that the policies of insurance referred to and coverages afforded pursuant to said policy shall not be cancelled or materially changed without thirty (30) days' prior written notice to Buyer. Buyer reserves the right to request Seller to increase the coverage limits of insurances maintained by Seller depending on the total value of goods and/or services, potential risks contemplated and any special circumstances arise in respect of the supply at the material time.

20. VENDOR'S ENDORSEMENT: Seller shall obtain, at its own expense, an additional insured, vendor's broad form endorsement comparable to ISO Form 6L 20 15 07 66 on all policies of insurance procured in accordance with the insurance requirements set forth above. Said endorsements shall name Buyer as an additional insured and shall further provide that the policies of insurance referred to and coverages afforded pursuant to said endorsement shall not be cancelled or materially changed without thirty (30) days' prior written notice to Buyer. Seller agrees to furnish Buyer, within fifteen (15) days following Seller's execution of the Purchase Order Acknowledgement, a certificate evidencing that the insurance coverages required herein under Sections 18 and 19 are in full force and effect. Failure of Seller to furnish Buyer with a corresponding certificate of insurance shall not constitute a waiver on the part of the Buyer, and the requirement that Seller defend, indemnify and hold harmless Buyer as set forth shall remain in full force and effect notwithstanding Seller's failure to comply with its obligations hereunder.

21. FORCE MAJEURE: Any order pursuant to these terms and conditions is subject to modification by Buyer in the event of fire, accidents, strikes, government acts or other conditions beyond Buyer's control, upon notification to Seller by post, facsimile or email, and without penalty to Buyer except that cancellation for such causes may not be made without reimbursement to Seller for expenditures actually made by Seller for labor and materials upon the authority of a valid Purchase Order.

22. LABOR DISPUTES: Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto to Buyer.

23. CUMULATIVE REMEDIES: The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies available at law or in equity.

24. WAIVER: No failure by Buyer to require the strict performance of any of Seller's obligations hereunder, or Buyer's failure to exercise any right or remedy to which it is entitled shall constitute a waiver or cause a diminution of the obligations or rights provided under this Purchase Order. No provision of this Purchase Order shall be deemed to have been waived by any act or knowledge of Buyer, but only by a written

instrument signed by Buyer. Waiver by Buyer of any default shall not constitute a waiver of any other or subsequent default.

25. HEADINGS: Headings, as used herein, are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the paragraphs to which such headings may refer.

26. INDEPENDENT CONTRACTOR: None of the provisions of this Purchase Order are intended to create, nor shall be deemed or construed to create, any relationship between Buyer and Seller other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Purchase Order. Neither the Buyer nor the Seller, nor any of their respective employees shall be construed to be the agent, employer or representative of the other. Seller shall perform the work necessary for performance of this contract with Seller's employees and agents under the control of Seller.

27. COMPLIANCE WITH LAWS AND REGULATIONS: Seller warrants that it shall (i) obtain at its expense all permits, approvals, licenses and other consents necessary to fulfill its obligations under the Purchase Order, and (ii) comply fully with all applicable laws, rules and regulations, including those of the United States, Buyer's home country (if not the United States), and any and all other jurisdictions globally which apply to the business activities, dealings and transactions of Buyer and in connection with the supply of goods and/or services by Buyer to Seller under the Purchase Order, including, without limitation, the manufacturing, production, importation/exportation, delivery and sale of goods and services by the Seller. Seller further guarantees that it must comply with Buyer's anti-corruption policy and all applicable anti-corruption laws. Seller confirms that it will not turn over any portion of the payment it receives to any employee, representative or agent of Buyer. Seller further confirms that it will not make or offer any payment, or anything else of value, to an actual or potential purchaser of the Buyer, or to any employee, agent or representative thereof. Seller will cooperate with all requests of Buyer to oversee, monitor and confirm compliance with its anti-corruption policy and terms and conditions set out herein. In addition, Seller agrees that it will comply in all respects with Buyer's code of conduct that is applicable to Seller.

28. GOVERNING LAW: Any dispute, controversy or claim arising out of or relating to the Purchase Order governed by this contract shall be governed by and construed in accordance with the laws of the jurisdiction where Buyer is located at, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. Each party hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts where the Buyer is located at.

DATA PROTECTION RIDER

PURCHASE ORDER

[Note: various members of the Danaher Group procure goods and/or services under short-form purchase orders. This data protection rider provides a light touch set of privacy terms based on GDPR standards. These terms should not be used if the goods/services will involve Danaher sharing significant volumes of personal data.]

1. Data Protection. Seller shall comply with Data Protection Law in performing its obligations under this Purchase Order. Any processing of personal data shall be for the duration of this Purchase Order, for providing the Goods/Services, and include categories of personal data such as Buyer's employee details and related information. When processing personal data on behalf of Buyer, Seller shall: (i) only process personal data on Buyer's written instructions; (ii) ensure that all Seller personnel who have access to personal data are subject to suitable confidentiality obligations; (iii) implement and maintain technical and organizational measures to prevent a personal data breach, and in the event of a personal data breach, Seller shall notify Buyer without undue delay and promptly undertake all remediation efforts necessary to rectify the personal data breach and prevent its recurrence; (iv) provide all such assistance as Buyer may require to meet its obligations under Data Protection Law (including the provision of information, responding to data subject and government requests and allowing for audits); (v) at the choice of Buyer, deletes or returns all personal data on Buyer's request or the termination of this Purchase Order; (vi) not subcontract such processing without Buyer's prior written consent and Seller shall remain fully liable for any of its subcontractors; and (vii) shall not transfer personal data from one jurisdiction to any other jurisdiction without Buyer's prior written consent. In this Section [1]: (i) "Data Protection Law" means, all laws, rules and regulations, including any national implementing legislation relating to privacy and data protection; and (ii) "data subject", "personal data", "personal data breach" and "processing" will be construed in accordance with the EU General Data Protection Regulation 2016/679.

Revision Date: September 22, 2021