



**BIO-RAD LABORATORIES, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

These Purchase Order Terms and Conditions set forth the terms and conditions that apply to all purchases of goods and services by means of a purchase order (“**PO**”) issued by Bio-Rad Laboratories, Inc. (“**Bio-Rad**”) or an affiliate of its global group of companies (“**Buyer**”) to the entity identified in the PO as the seller or supplier (“**Supplier**”). The terms and conditions on face of the PO are incorporated herein by reference, and such terms and conditions together with these Purchase Order Terms and Conditions are referred to herein as the “**Agreement**.”

1. **Agreement.** Supplier shall provide the goods described in a PO (“**Goods**”), perform any services described in a PO (“**Services**”) and deliver all materials and other items resulting from the performance of the Services (“**Deliverables**”) in accordance with the terms and conditions of this Agreement. Upon acceptance of a PO, shipment of Goods or commencement of the performance of Services, Supplier shall be bound by the provisions of this Agreement, whether Supplier acknowledges or otherwise signs this Agreement or the PO, unless Supplier objects to such terms in writing prior to shipping Goods or commencing the performance of Services. This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized Buyer representative. Buyer shall not be bound by any different or additional terms or conditions (a) contained in any invoices, order acknowledgements, pre-printed forms, online agreements, or in any other documents or communications issued by Supplier, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Buyer. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void. To the extent that a PO might be treated as an acceptance of Supplier’s prior offer, such acceptance is expressly made on condition of assent by Supplier to the terms and conditions of this Agreement, and Supplier’s acceptance of the PO, shipment of the Goods or commencement of the performance of Services shall constitute such assent.

2. **Changes.** Buyer may at any time, by written notice, make changes in the specifications, designs, drawings, samples, quantities, prices, terms, conditions, requirements or descriptions to which the Goods, Services and Deliverables are to conform. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the PO, then Buyer and Supplier shall discuss in good faith whether a written modification should be made to the PO to adjust the price or delivery schedule, or both. Any claim by Supplier for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Buyer. Nothing in this clause shall excuse Supplier from proceeding without delay to perform the PO as changed. Supplier will notify Buyer of any change in the Goods or Services provided under this PO as far in advance as possible to allow for adequate review of the change and validation where required.

3. **Cancellations.** A PO does not constitute a firm offer and may be revoked at any time prior to acceptance. Buyer hereby reserves the right to reschedule any delivery or cancel any PO issued at any time no later than 7 days prior to shipment of the Goods or commencement of the performance of Services. Buyer shall not be subject to any charges or other fees as a result of such cancellation.

4. **Shipment.** All Goods shall be suitably packed, marked, and shipped in accordance with all applicable specifications (or if no specifications are provided, in accordance with best commercial practices) in a manner to secure the lowest transportation cost and to ensure safe transportation and handling. Damage to any Goods or other costs arising out of improper packing or shipment will be charged to Supplier. Supplier shall not charge Buyer for any packing, boxing, drayage, freight, insurance or storage unless otherwise expressly stated on the face of the PO. All Goods must be forwarded by the route designated by Buyer. If a route is not specified, Supplier shall ship the Goods at the lowest applicable classification and rate while ensuring the Goods conform to the terms and conditions of this Agreement. Supplier will clearly identify the country of origin of all Goods.

5. **Delivery.** Time is of the essence. Goods shall be delivered to the destination and at the time stated in the PO. If Supplier fails to deliver the Goods in the quantities specified in the PO to the destination at the specified time, Buyer reserves the right to refuse to accept the Goods, cancel the PO, purchase substitute goods or services and charge Supplier for any resulting increase in the cost thereof. If Supplier delivers any Goods in quantities that are less than the quantities specified in the PO, Buyer may in its discretion accept or reject such undershipment, and Buyer may request that Supplier deliver the missing allotment of Goods by expedited delivery at Supplier’s expense. If Supplier delivers any Goods in quantities in excess of the quantities specified in the PO, Buyer may in its discretion either accept the entire shipment, or accept the quantities ordered and reject the overshipment and return the amount of the overshipment to Supplier at Supplier’s expense. Buyer shall pay for those quantities of Goods

**BIO-RAD LABORATORIES, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

actually accepted by Buyer, and Buyer shall have no liability for payment for Goods delivered to Buyer which are rejected by Buyer.

**6. Title and Risk of Loss.** Supplier assumes all risk of loss for the Goods until title transfers to Buyer. Title to the Goods shall pass to Buyer upon Buyer's receipt of the Goods at the destination.

**7. Inspection.** Buyer may inspect the Goods and any Deliverables, within a reasonable time after delivery at the destination, for conformity to the PO and applicable specifications. Payment for Goods or Services made prior to inspection and use of Goods or Deliverables for inspection purposes shall not constitute acceptance of such Goods or Deliverables. If any Goods or Deliverables do not conform to the PO and applicable specifications, Buyer may reject such Goods or Deliverables and return rejected Goods freight collect at Supplier's expense. No Goods or Deliverables returned as defective and/or damaged shall be replaced unless authorized in writing by Buyer. In the event defective and/or damaged Goods or Deliverables are not to be replaced, then Supplier shall fully refund to Buyer all prepaid amounts for such Goods or Deliverables. Buyer's acceptance of the Goods or Deliverables shall not limit Supplier's warranty or other obligations under this Agreement.

**8. Prices and Payment.** If no price for the Goods or the Services is specified on the face of the PO, the Goods and performance of the Services shall be billed at the price last quoted or paid, or at the prevailing market price, whichever is lower. Except to the extent otherwise expressly stated on the face of the PO, undisputed invoices will be paid net seventy-five (75) days from date of Buyer's accepted receipt of invoices or Goods or Deliverables, whichever is later, with original Bill of Lading of Express receipts attached. Buyer may set-off any amounts Supplier owes Buyer against any amounts Buyer owes to Supplier or any of its affiliated companies.

**9. Taxes.**

a. **If Business Address of Supplier Entity is in the United States:** Supplier may charge and collect from Buyer all applicable federal, state or local excise, sales, use, value added taxes, goods and services taxes and similar transfer taxes on the transactions that Supplier is legally obligated to charge and collect ("**Taxes**"), provided that such Taxes are stated on the original invoice that Supplier provides to Buyer and Supplier's invoices state such Taxes separately and meet the appropriate tax requirements for a valid tax invoice. Buyer may provide Supplier an exemption certificate acceptable to the relevant taxing authority, in which case, Supplier shall not collect the Taxes covered by such certificate. Supplier will be responsible for all other taxes (including taxes on Supplier's net income) or fees (including interest and penalties not due to Buyer's fault) arising from the transactions and the documentation of transactions under this Agreement. Buyer shall maintain the right to deduct or withhold any taxes that Buyer determines it is obligated to withhold from any amounts payable to Supplier under this Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement to Supplier of such amounts. Throughout the term of this Agreement, Supplier will provide Buyer with any forms, documents, or certifications as may be required for Buyer to satisfy any information reporting, to recover any of the Taxes to extent Buyer is permitted to do so from a relevant tax authority, or to undertake Buyer's withholding Tax obligations with respect to any payments under this Agreement.

b. **If Business Address of Supplier Entity is Not in the United States:** Supplier may charge and collect from Buyer all applicable value added taxes, goods and services taxes and similar taxes on turnover, transfer taxes, excise duties and any other import duties and/or applicable levies ("**Taxes**") on the transaction that Supplier is legally obligated to charge and collect, provided that such Taxes are stated on the original invoice that Supplier provides to Buyer in the format and manner required by Buyer that enables Buyer to fully recover such costs where recovery is permitted by applicable governing regulations. For the sake of clarity, non-transfer taxes, such as taxes on net income, are not subject to payment by Buyer. Buyer may provide Supplier with an exemption certificate or any other document or information (such as a valid VAT number) acceptable to the relevant taxing authority to justify an exemption, in which case Supplier shall not collect the Taxes covered by such exemption. Buyer shall maintain the right to deduct or withhold any taxes that Buyer is legally obligated to withhold from any amounts payable to Supplier under this Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement to Supplier of such amounts. Supplier and Buyer will exercise their best efforts to reduce such withholdings or deductions as much as possible under the provisions of any relevant tax treaty.

**BIO-RAD LABORATORIES, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

10. **Records and Audit.** Supplier shall maintain records related to any amounts invoiced to Buyer under this Agreement for five (5) years after receipt of Buyer's final payment hereunder or that time period required by law, whichever is longer. Buyer shall have the right to inspect and audit Supplier's records, facilities and operations to verify any invoiced amounts and to determine compliance with the terms and conditions of this Agreement. If any overcharges are discovered during an audit, Supplier shall pay to Buyer the amount of the overcharge plus interest (at the rate of 12% per annum or the maximum amount allowed by law, whichever is less).

11. **Warranty.**

a. **Goods.** Supplier warrants that, for a period of eighteen (18) months from the date of acceptance thereof by Buyer or for the period specified on the face of the PO, whichever is longer all Goods shall conform to the specifications, drawings, samples or other descriptions furnished or specified by Buyer, and shall be merchantable, fit for their particular purpose, of good material and workmanship, free from all defects and at the time of delivery are not adulterated or misbranded within the meaning of the U.S. Food, Drug, and Cosmetic Act. Further, Supplier warrants that all Goods are new and unused and free and clear of any and all liens or encumbrances, and Buyer will have clear and marketable title to all Goods. These warranties shall constitute conditions and are in addition to all other warranties, whether express or implied, and shall survive any delivery, inspection, acceptance or payment. If Buyer identifies a failure of the Goods to conform to any warranty during the warranty period, Buyer may notify Supplier of such failure and return the nonconforming Goods to Supplier, at Supplier's expense. Within five (5) business days of receipt of the returned Goods, Supplier shall, at Buyer's option, either repair or replace such Goods so that the Goods conform to all warranties, or credit Buyer's account. Repaired or replaced Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

b. **Services.** To the extent that Supplier is performing any Services or providing any Deliverables, Supplier represents and warrants that (i) all Services shall be completed in a professional, workmanlike manner, with that standard of care, skill, and diligence normally provided by professionals in the performance of similar services in accordance with industry standards, (ii) all Services and Deliverables shall be provided in accordance with applicable specifications and any statements of work signed by an authorized Buyer representative, and (iii) the performance of Services will not conflict with or be prohibited in any way by any other agreement or restriction to which Supplier is bound.

12. **Supplier Code of Conduct.** Supplier warrants that Supplier is familiar with and shall at all times comply with Bio-Rad's Supplier Code of Conduct, as it may be amended from time to time by Bio-Rad. The Supplier Code of Conduct can be found at [www.bio-rad.com/supplier-code-of-conduct](http://www.bio-rad.com/supplier-code-of-conduct) or a successor site.

13. **Compliance with Laws.** Supplier represents and warrants that Supplier shall comply, and that all Goods shall be produced and sold in compliance, all Services shall be performed in compliance, and all Deliverables shall be delivered in compliance, with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of the U.S. government and any other jurisdiction in which Goods or Deliverables are provided or Services are performed), including, without limitation any laws and regulations related to anticorruption, import/export, labor, employment, anti-discrimination, including but not limited to the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Supplier has not taken, and shall not take, any action that would subject Buyer or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Supplier has not, and shall not, directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any improper advantage.

14. **Conflict Minerals.** Supplier agrees to comply, and assist Buyer in complying, with applicable conflict mineral laws, including without limitation, the requirements set forth in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time. Such compliance includes, without limitation, Supplier's timely completion of a conflict minerals survey on an annual basis and cooperation with Buyer in connection with any due diligence it may perform regarding conflict minerals contained in Supplier's products supplied to Buyer.

**BIO-RAD LABORATORIES, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

15. **Buyer's Property.** All Deliverables, specifications, drawings, tools, jigs, dyes, fixtures, materials and other items which are supplied or purchased by Buyer in connection with the performance of any Services or other obligations under this Agreement shall be and remain the sole property of Buyer. All such property shall be used only in the performance of work under this Agreement unless a duly authorized representative of Buyer otherwise consents in writing. Supplier shall prominently mark all such property as the property of Buyer, and shall be responsible for such property as an insurer until redelivered to Buyer. Supplier shall not dispose of any such property without Buyer's express and prior written consent. The provisions of this Section shall survive and remain in full force until all such property is delivered to Buyer or otherwise disposed of with Buyer's express and prior written consent. Supplier shall, without limitation as to time, indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens and/or claims arising under Workman's Compensation Laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's gross negligence or willful misconduct.

16. **Indemnity.** Supplier agrees to defend, indemnify and hold harmless Buyer, its affiliated companies and their respective officers, directors, customers, agents and employees from and against all claims, actions, suits, proceedings, liabilities, damages or losses arising out of or relating to the Goods, Services or Deliverables, whether or not they are defective, or any acts or omissions, or alleged acts of Supplier or its employees, officers, directors, and/or agents, including without limitation (a) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment, (b) any claim based on the negligence, omissions, or willful misconduct of Supplier or its employees, officers, directors, and/or agents, (c) Supplier's violation or alleged violation of any applicable law or regulation in the performance of this Agreement, and (d) any claim by a third party against Buyer alleging that the Goods, Services or Deliverables, infringe or misappropriate a patent, copyright, trademark, trade secret, or other proprietary right of a third party. Supplier shall not settle any such suit or claim without Buyer's prior written approval. Should the use of any Goods, Services or Deliverables, by Buyer, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Supplier shall, at its sole cost and expense, either (i) substitute fully equivalent non-infringing Goods, Services or Deliverables; (ii) modify the Goods, Services or Deliverables so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its distributors, subcontractors, and customers the right to continue using the Goods, Services or Deliverables; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods, Services or Deliverables.

17. **Limitation of Liability.** IN NO EVENT SHALL BUYER OR BIO-RAD BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT BUYER OR BIO-RAD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Insurance.** Supplier shall maintain adequate health, auto, workers' compensation, unemployment compensation, liability and other insurance as is required by law and as necessary to cover all risks under this Agreement.

19. **Governing Law, Jurisdiction and Venue.** If the business address of the Buyer entity is located (a) within the European Union, then this Agreement shall be governed by the laws of England and Wales, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in London, England; (b) within the Asian continent, then this Agreement shall be governed by the laws of Singapore, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Singapore; or (c) within any country not covered by subsection (a) or (b) (including without limitation the United States), then this Agreement shall be governed by the laws of the State of California and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court in Contra Costa County, California. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer and Supplier irrevocably submit and consent to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agree that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement.

**BIO-RAD LABORATORIES, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

20. **Assignment.** Supplier may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Buyer. Any assignment or transfer in violation of the foregoing shall be null and void.

21. **Remedies; No Waiver.** The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach.