

ABBOTT MEDICAL (THAILAND) CO., LTD. PURCHASE TERMS AND CONDITIONS FOR GOODS & SERVICES

- A. These Purchase Terms and Conditions (“Purchase Terms”) shall apply to each transaction in which ABBOTT is the purchaser of the Goods & Services as defined hereunder.
- B. Terms and conditions contained in any ABBOTT purchase or order form used in conjunction with these Purchase Terms, including but not limited to any purchase or Service order, Statement of Work or similar document setting out the commercial terms of the Goods & Services ordered hereunder by ABBOTT (collectively referred to as “PO” or “Order”), are incorporated herein by reference; provided, however, that in the event of a conflict between the terms of any such PO and the terms of these Purchase Terms, the terms of these Purchase Terms shall control, unless the PO expressly acknowledges the conflict and states that the conflicting terms contained therein control.
- C. The PO and these Purchase Terms shall be read together and collectively form the agreement (“Agreement”) under which the Goods & Services are provided by Supplier to ABBOTT.
1. **"ABBOTT"** means Abbott Laboratories Ltd (Thailand) or any specified affiliate thereof. ABBOTT reserves the right to extend the terms of this Purchase Terms to any of its affiliates. **"Supplier"** means the entity or person providing services to ABBOTT under the terms hereof.
 2. Supplier shall provide the goods and services and deliverables as set forth herein and, in any PO, (the "Goods & Services"). ABBOTT enters into this Agreement in consideration of and in reliance upon the talent, skill, expertise, and experience of Supplier in providing the Goods & Services required hereunder. All Goods & Services (including the deliverables) are subject to acceptance by ABBOTT notwithstanding prior payment. Non-accepted deliverables will be re-provided by Supplier until accepted. In providing the Goods & Services, Supplier shall comply with all applicable laws, regulations, guidelines, including, without limitation, all rules governing healthcare programs, and with ABBOTT's policies while on its premises.
 3. Unless otherwise specified in the Order, all shipments shall be F.O.B. destination. Title to goods and risk of loss or damage shall pass from Supplier to ABBOTT upon delivery of the goods to such destination. Supplier shall preserve, package, handle, and pack the goods so as to protect them from loss or damage, in conformance with good commercial practice and ABBOTT's specifications. Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle, or pack the goods, and ABBOTT shall not be required to assert any claims for such loss or damage against the common carrier involved. Each container shall be marked with ABBOTT's order number, Supplier's packing list number, and the quantity and part number of contents. The container that contains the packing list must be marked "Packing List Enclosed." Time of delivery is of the essence.
 4. If any goods are defective or do not otherwise conform with the requirements of these Terms and Conditions or of any Order, ABBOTT may elect in its sole discretion to:
 - (a) reject the nonconforming goods;
 - (b) return the nonconforming goods at Supplier's expense for repair, replacement, or credit;
 - (c) repair the nonconforming goods and recover ABBOTT's reasonable expenses of repair;
 - (d) hold the nonconforming goods pending Supplier's instructions as to disposition. If, after payment, ABBOTT subsequently rejects any goods upon discovery that they are nonconforming, ABBOTT may deduct all or any part of said payment from any indebtedness due Supplier under any outstanding Order. If Supplier does not repair, replace, or give credit for the nonconforming goods within ten days after return by ABBOTT, ABBOTT shall have the right to resort to any other remedy hereunder or at law. All purchases are subject to inspection and rejection notwithstanding prior payment. All nonconforming goods returned by ABBOTT shall be accompanied by a return material order issued by ABBOTT. Transportation and storage of rejected goods shall be at Supplier's risk and expense, and Supplier shall reimburse ABBOTT for all charges therefore paid by ABBOTT.
 5. Supplier warrants that all goods shall:
 - a) conform strictly to the specifications, designs, models, drawings, samples, or other descriptions provided by ABBOTT, or, if none are so provided, to the Supplier's specifications;
 - b) be free from defects in design, material, manufacture, and workmanship;
 - c) be of merchantable quality, new and unused (unless otherwise specified in this Order), and shall be fit and suitable for the purposes intended by ABBOTT; and
 - d) be free and clear of all liens, encumbrances, and other claims against title.
- The warranties provided for in this Section shall survive any inspection, acceptance, or payment by ABBOTT,

and shall be in addition to and not in limitation of any other warranty provided by law.

6. In consideration for Supplier's provision of the Goods & Services, ABBOTT shall pay Supplier the amount set forth herein or in the PO. ABBOTT will not bear any other expenses incurred by Supplier, unless pre-approval from ABBOTT is obtained before such expenses incur and ABBOTT expressly commits in writing that ABBOTT will bear such expenses. In the event of premature termination of this Agreement, ABBOTT shall pay Supplier for Goods & Services provided on a prorated basis through the date of termination. Unless otherwise specified in the PO, each payment shall be made by ABBOTT within thirty (30) days of ABBOTT's receipt of an undisputed invoice.
7. Unless otherwise specified in the PO, this Agreement shall be effective upon issuance and continue for a period of one (1) year. ABBOTT may terminate this Agreement immediately without cause upon giving Supplier thirty (30) days prior written notice. ABBOTT may terminate this Agreement immediately upon the breach by the Supplier of any material provision of this Agreement that remains uncured thirty (30) days following receipt of notice of such breach, or in the event of termination of the requirements by the U.S. Food and Drug Administration, the Thailand's Food and Drug Administration (or equivalent) or any other governmental or regulatory authority. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto or in connection therewith.
8. During the term of this Agreement and for a period of five (5) years thereafter, Supplier shall not disclose or use any of ABBOTT's Confidential Information except as permitted in this Agreement or in writing by ABBOTT. "**Confidential Information**" shall include all information, data and materials concerning ABBOTT and the Goods & Services (including the deliverables) disclosed to Supplier by or on behalf of ABBOTT, or developed as a result of Supplier's provision of the Goods & Services (including the deliverables), except any portion thereof which: (a) is known to Supplier on a non-confidential basis before receipt thereof under this Agreement, as evidenced by Supplier's written records; is disclosed to Supplier after issuance of this Agreement by a third party having a right to make such disclosure in a non-confidential manner; or (c) is or becomes part of the public domain through no fault of Supplier. Upon the earlier of completion of the Services/delivery and acceptance of the Goods, or termination or expiration of this Agreement, Supplier shall return to ABBOTT all Confidential Information provided to Supplier by ABBOTT or developed by Supplier as a result of this Agreement, as requested by ABBOTT.
9. Nothing in this Agreement shall be construed to restrict Supplier from disclosing Confidential Information as required by law or court order or other governmental order, provided in each case Supplier shall timely inform ABBOTT and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, Supplier shall permit ABBOTT to attempt to limit such disclosure by appropriate legal means.
9. All reports, communications, material, information, deliverables, or hereby assign to ABBOTT all right, title and interest therein without any obligation on ABBOTT to pay royalties or other remuneration, therefore. To the extent the foregoing is copyrightable or patentable or otherwise similarly registrable, Supplier agrees to assign and does hereby assign such material to ABBOTT. Notwithstanding the foregoing, ABBOTT shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by Supplier or its licensors prior to Supplier's provision of Goods & Services under this Agreement (all of the foregoing, "**Pre-existing Intellectual Property**"). Supplier hereby grants to ABBOTT a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable ABBOTT to make use of Supplier's Goods & Services (including any deliverables) hereunder.
10. Supplier shall not present or publish, nor submit for publication, any deliverables or other materials resulting from the Goods & Services without ABBOTT's prior written approval. Neither party shall use the other party's name in any publicity, advertising, or announcement, nor disclose the existence or terms of this Agreement or the relationship created thereby, without the other party's prior written approval.
11. Each party represents and warrants that (a) neither this Agreement nor any payment hereunder, is in exchange for any explicit or implicit agreement or understanding that Supplier prescribe, recommend, use or purchase any products of ABBOTT or otherwise arrange therefore, and (b) the total payment for the Goods & Services represents the fair market value for the Goods & Services and deliverables and has not been determined in any manner that takes into account the volume or value of any referrals or business between Supplier and ABBOTT. Supplier represents and warrants that the terms of this Agreement are not inconsistent with any other contractual or legal obligations Supplier may have or with the policies of any institution with which Supplier is associated, and that the Goods & Services and deliverables provided hereunder meet the standards of Supplier's profession

and are performed in a professional, timely, efficient, and workmanlike manner. Supplier warrants and represents that all personnel, employees, agents, consultants, and independent contractors providing Goods & Services and deliverables under this Agreement shall comply with the terms and conditions of this Agreement, including but not limited to the Confidential Information section set forth above. Supplier warrants that the prices set forth herein are as low as any net price now given by Supplier to any other customer for like services and deliverables and agrees that the prices set forth herein shall not be changed during the term of this Agreement. Supplier warrants that the Goods & Services (including the deliverables) provided hereunder do not infringe on any domestic or foreign patent, trademark, copyright or other intellectual property or proprietary right of any third party. Supplier agrees to indemnify and hold harmless ABBOTT and its affiliates and their respective employees, directors, officers and agents against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorneys' fees and court costs) resulting from any claim or proceeding (a) alleging such infringement, provided ABBOTT gives Supplier notice thereof and permits Supplier, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings, or (b) arising as a result of the Supplier's negligence, recklessness, willful misconduct or breach of this Agreement. In the event an infringement claim arises, Supplier, at its option, shall modify the applicable deliverables so they become non-infringing, replace the deliverables with non-infringing equivalents, obtain for ABBOTT the right to use the deliverables at Supplier's expense, or remove the infringing deliverables and refund to ABBOTT all fees paid for such deliverables.

12. Supplier's status under this Agreement is that of an independent contractor. Supplier shall not be deemed an employee, agent, partner, or joint venture of ABBOTT for any purpose whatsoever, and Supplier shall have no authority to bind or act on behalf of ABBOTT.
13. Supplier shall, at its own cost and expense, obtain and thereafter maintain in full force and effect during the term of this Agreement the following insurance: (a) Work Injury Compensation insurance with statutory limits, and occupational disease insurance and employer's liability coverage with a minimum limit of Five Hundred Thousand Dollars (**USD500,000**) per occurrence, (b) automobile liability insurance with a single limit of liability per occurrence of Two Million Dollars (**USD2,000,000**) covering all owned, non-owned and hired vehicles, and (c) general liability insurance including professional liability insurance with a minimum of Two Million Dollars (**USD2,000,000**) per occurrence. ABBOTT and its Affiliates shall be named as additionally insured under this coverage and shall be entitled to enforce the insurance agreements as third parties.
14. ABBOTT's aggregate cumulative liability to Supplier for all claims, loss, damage cost and expense in relation to the subject matter of this Agreement or PO however and whensoever arising shall to the maximum extent permissible by law, be limited to an amount equivalent to the sum stated as being payable by ABBOTT for the Goods & Services to which the claim relates as set forth in the relevant PO.
15. This Agreement shall be governed by and construed and enforced in accordance with the laws of Thailand, excluding its laws of conflict provisions. Any dispute arising out of or relating to these Terms and Conditions shall be referred to and finally resolved by arbitration in Bangkok in accordance with the Arbitration Rules of the Thai Arbitration Institute Office of the Judiciary ("TAI Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of three (3) arbitrators to be appointed by the Chairman of the TAI. The language of the arbitration shall be English. The award of the Tribunal shall be final and binding upon the parties. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements with respect thereto; provided, that if the parties have entered into a separate negotiated agreement that is in effect at the time of this Agreement, this Agreement only supersedes the terms of that agreement to the extent the terms of this Agreement are not addressed in that agreement. This Agreement may be modified only by written agreement signed by the parties. Supplier may not assign this Agreement or any interest herein, or delegate or subcontract any duty hereunder, to any third party without ABBOTT's prior written consent (which is in its sole discretion to grant or withhold).
16. Supplier represents and warrants that neither Supplier, nor any of Supplier's employees or agents performing Services or providing Goods hereunder, have ever been, are currently, or are the subject of a proceeding that could lead to Supplier or such employees or agents becoming, as applicable, a Debarred Entity or Individual. Supplier further covenants, represents and warrants that if, during the term of this Agreement, Supplier, or any of Supplier's employees or agents performing Services or providing Goods hereunder, become or are the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, Supplier shall immediately notify ABBOTT, and ABBOTT shall have the right to immediately terminate this Agreement. This provision shall survive termination or expiration of this Agreement. For purposes of this provision, a "Debarred Entity or Individual" shall be an entity

or individual who has been debarred by any government authority in accordance with applicable laws and regulations.

17. A person who is not a party to this Agreement shall have no right to enforce any of its terms, except for the Affiliates.
18. In the event this Agreement is translated into another language the English version shall prevail to the extent of any conflict or inconsistency.