GENERAL CONDITIONS OF PURCHASE
of the Dutch private company with limited liability PerkinElmer Health Sciences B.V.
filed with the Groningen Chamber of Commerce under number 02027119

1. GENERAL
   1) These General Conditions of Purchase will apply to all purchase agreements, contracts for the provision of services and (sub)contracts between PerkinElmer Health Sciences B.V., hereinafter referred to as "PerkinElmer", as purchaser, client or contracting party on the one hand and the other party as vendor, contractor or contracted party, hereinafter referred to as "Contractor", on the other hand, even after termination of the legal relationship.
   2) The stipulations in the previous subclause also apply if the relationship between PerkinElmer and Contractor is maintained by and/or concluded by intermediaries engaged by PerkinElmer;
   3) Unless the opposite results from the context, 'PerkinElmer' in these conditions also refers to PerkinElmer intermediaries acting within the boundaries of their authorization.
   4) These conditions may only be deviated from in writing between PerkinElmer and Contractor.
   5) None of Contractor's general terms and conditions will apply unless they are accepted in writing and/or by electronic means by PerkinElmer.
   6) Should any of these conditions deviate from Contractor's general terms and conditions accepted in accordance with the previous subclause, the stipulations recorded in PerkinElmer's conditions will prevail, except if and insofar as the applicability of Contractor's general terms and conditions referred to has been explicitly accepted by PerkinElmer in writing and/or by electronic means.
   7) If any stipulation in these conditions partly or fully conflicts with any mandatory legal provision, or if it appears that any stipulation from these conditions is declared partly or fully legally inapplicable, the remaining conditions will continue in full force, whereas PerkinElmer will adopt new stipulations in consultation with Contractor to replace the nullified stipulations or stipulations declared void of which the content and meaning are as much as possible similar to the content and meaning of the nullified stipulations or the stipulations declared void.
   8) Contractor is assumed to accept these conditions also with respect to later assignments to be provided by PerkinElmer to Contractor and later agreements to be concluded between PerkinElmer and Contractor.
   9) PerkinElmer will be entitled to amend these conditions. The amended conditions will be sent to Contractor in time. An amendment will be in force at the moment the amendment has been communicated to Contractor or has become known.

2. CREATION AND AMENDMENT OF THE AGREEMENT
   1) If PerkinElmer has not received the written and/or electronic order confirmation from Contractor within 10 days after placing an order, PerkinElmer will be entitled to cancel the order, unless otherwise agreed in writing.
   2) If a written and/or electronic order is placed by PerkinElmer without a prior offer from Contractor, the agreement will be considered concluded if PerkinElmer receives the signed written and/or electronic order confirmation from Contractor within 7 days after dispatch of the order. The agreement will then be considered concluded at the moment the order confirmation is received.
   3) If the order confirmation deviates from the order, the agreement will be deemed to have been concluded at the moment at which PerkinElmer states by means of a written and/or electronic statement it has accepted the deviated order confirmation.
   4) If an agreement is entered into verbally, the fulfilment of the oral agreement will be suspended until the moment that PerkinElmer sends a written and/or electronic confirmation of the order.
   5) Should Contractor perform additional work during the fulfilment of the contract, PerkinElmer will only be obliged to pay if it has accepted this additional work in accordance with this clause. If PerkinElmer has not accepted, the additional work is considered to have taken place at Contractor's expense and risk.

3. SUBCONTRACTING AND TRANSFER
   1) Contractor may not transfer or subcontract the contract or any part thereof to third parties, unless PerkinElmer grants permission in writing to do so for particular parts of the contract.
   2) PerkinElmer will be entitled to attach certain conditions to the permission.
   3) Permission granted by PerkinElmer will not relieve Contractor of any obligation under the agreement between the parties.

4. DRAWINGS, MODELS AND TOOLS
   1) The drawings, models and tools which PerkinElmer provides to the Contractor upon granting the assignment, or which Contractor has made or has had made for the assignment, will remain or
5. **INDUSTRIAL AND INTELLECTUAL PROPERTY**

1) Contractor guarantees that the use, including the resale, of the items supplied by Contractor or the devices it has purchased or manufactured for PerkinElmer will not violate any patent rights, trademark rights, design rights, copyrights, patents, licences or any other third party rights.

2) In the event of infringement, Contractor will fully compensate PerkinElmer and:
   - replace the item by an equivalent item, or
   - adapt the item in such a way that infringement no longer applies.

3) PerkinElmer is the owner of all industrial and intellectual property rights that have arisen from or are the result of the fulfilment of the agreement by Contractor, its staff or third parties which Contractor has called in for the fulfilment of the agreement.

4) Upon PerkinElmer’s first request, Contractor will provide assistance to any formalities required to establish and/or confirm PerkinElmer’s property rights as referred to in the previous subclause.

5) Contractor will clearly mark all objects of the industrial and intellectual property rights referred to in this clause as PerkinElmer property at Contractor’s expense.

6) Contractor protects PerkinElmer from any claims resulting from any infringement of the rights referred to in this clause and will compensate PerkinElmer for all damages resulting from any infringement.

7) The intellectual property right to all information that Contractor produces and/or supplies in the framework of the agreement remains at all times with PerkinElmer. With this, PerkinElmer obtains the free right of use. The compensation for this right of use is included in the price.

6. **CERTIFICATES, INSTRUCTION MANUALS**

1) If any calibration certificates and/or instruction manuals are required in the assignment, Contractor will ensure that these are in PerkinElmer’s possession prior to delivery of service, in the absence whereof payment will be suspended.

7. **LIABILITY**

1) Contractor will be liable for any damage caused by Contractor and/or its staff. This also includes damage resulting from non-performance, insufficient performance or incorrect performance of the agreed obligations, including, but not limited to, all loss of profits and consequential loss, costs of legal assistance and costs in connection with the engagement of experts.

2) Contractor protects PerkinElmer from any financial consequences of claims from third parties in any relation to the fulfillment of its obligations arising from the agreement, including the items supplied by Contractor.

3) Upon PerkinElmer’s first request, Contractor will conclude a settlement with those third parties, or defend itself in court, instead of or together with PerkinElmer – such at PerkinElmer’s discretion – against the aforementioned claims. The above will also apply if the items supplied are resold to third parties.

8. **DELIVERY TIME**

1) Contractor will supply the items at the time specified in the assignment, unless PerkinElmer has agreed to another delivery time in writing and/or by electronic means.

2) Contractor will be in default as soon as it does not supply the items at the time specified in the assignment, without further notice of default from PerkinElmer being required.

3) As soon as Contractor expects that the delivery period may be exceeded, Contractor will immediately inform PerkinElmer of this in writing and/or by electronic means stating the reasons for the delay. In the absence hereof, any later appeal to such reasons will not be accepted. Without prejudice to PerkinElmer’s right in accordance with the stipulations in clause 25, parties will consult whether, and if so, in what way, the situation which has arisen can be solved to PerkinElmer’s satisfaction.

4) In the event of partial or complete overdue delivery of the items, PerkinElmer may cancel the agreement fully or partially in accordance with clause 25, without being liable to pay any damages.

5) Deliveries will take place DDP production site, in accordance with the latest INCO conditions, unless otherwise agreed in writing and/or by electronic means.

6) Each delivery must be provided with a recognizable PerkinElmer order number, quantity and description.

7) If PerkinElmer requests Contractor to postpone the delivery, Contractor will properly package the items as recognizable intended for PerkinElmer and store, secure and insure them.

8) In the event of non-fulfilment by PerkinElmer of any obligation arising from the agreement, Contractor will never be entitled to suspend its obligations from the agreement, including its obligation to deliver.
9. PAYMENT
   1) Contractor will not invoice the amounts to be paid by PerkinElmer before the date of delivery of the goods and/or services. In the event of full and correct fulfilment of the agreement, PerkinElmer will pay the invoiced amount within 60 days from the invoice date.
   2) PerkinElmer will at all times be entitled to set off the amounts it owes Contractor against all that PerkinElmer can claim from Contractor at any time.
   3) Each invoice will contain at least the following information:
      • PerkinElmer purchase order number;
      • article number, if applicable with description;
      • units used; and
      • Contractor’s VAT identification number.
   4) Invoices sent to PerkinElmer after six months of the delivery of the goods and/or services will not be accepted and, due to the lapse of the aforementioned period, Contractor will no longer be entitled to payment of those invoices.
   5) Prior to payment taking place, PerkinElmer will be entitled to require, along with or instead of transfer of ownership, that Contractor has an unconditional and irrevocable bank guarantee issued by a bank acceptable to PerkinElmer to secure the fulfilment of Contractor’s obligations.
   6) Payment by PerkinElmer does not imply a waiver of rights with regard to any of PerkinElmer’s rights contained in these conditions.

10. PRICES
    1) The prices in the orders are inclusive of the costs of insurance, packaging, packaging material, loading, transport, unloading, testing, import and export taxes, customs duties and/or other taxes, but exclusive of VAT. Prices are not subject to any change, unless explicitly agreed in writing.

11. INSPECTION
    1) PerkinElmer, or third parties on the instruction of PerkinElmer, will always be entitled to inspect or test the items ordered, wherever this may be. Contractor will inform PerkinElmer in time about the time at which an item will be ready for inspection or testing, so that PerkinElmer’s clients or third parties can be present, and Contractor will provide all the information and facilities required for an inspection or test.
    2) The business inspection costs are to be paid by Contractor. Inspection or approval does not release Contractor from any guarantee obligation and/or liability arising from the agreement between the parties. In the event of rejection, PerkinElmer will have the right, in addition to the entitlement provided in clause 25, to demand delivery of new items that do meet the inspection requirements within a term to be set by PerkinElmer, without being obliged to pay any extra compensation.

12. PRIVACY STATEMENT / GDPR:
    1) PerkinElmer and its contractors acknowledge that all processing operations related to the execution of the purchase agreements, contracts for the provision of services and (sub)contracts are in line with the applicable legislation and regulations of GDPR. To avoid any doubt; the personal details will only be used for communicating with regard to the purchase (s) between PerkinElmer and the contractor. For this the Contractor can contact the Procurement department. The PerkinElmer privacy notice can be found at the PerkinElmer website; http://www.perkinelmer.com/corporate/policies/privacy-policy.html

13. ENVIRONMENT/ WORKING CONDITIONS
    1) Contractor will act in accordance with all applicable laws in the field of healthcare and environment, working conditions and the ILO Convention 138 with regard to child labour.
    2) In addition, Contractor will pursue a policy aimed at products that will harm the environment as little as possible.
    3) If safety documentation sheets are available for a product, Contractor must send these sheets prior to the first delivery. If any safety documentation sheet needs to be revised, it must be forwarded within one month.

14. EU AND NON EU CHEMICAL LEGISLATION
    1) With regard to chemicals supplied on a Purchase Order within or into the European Union, Contractor herewith guarantees that she is fully aware of EC Regulation No. 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals (“REACH”).
    2) If any goods or any of its substances fall within the scope of REACH, Contractor guarantees that the goods or any of its substances are fully compliant with the requirements of REACH.
    3) Contractor will provide the (pre-) registration number(s) to PerkinElmer.
    4) If goods or any of its substances fall within the scope of other chemical legislation, Contractor guarantees that the Goods or any of its substances, are fully compliant with this legislation.

15. PACKAGING AND DISPATCH
1) The products must be packaged properly and marked according to PerkinElmer’s requirements and instructions and reach their destination in good condition when transported in a normal way. Contractor will be liable for damage caused by insufficient packaging.
2) All packaging material will remain Contractor’s property. Contractor is obliged to take back the material or to have it destroyed at its own risk and expense, even if this is done by PerkinElmer. Return shipments of packaging material will be at Contractor’s expense and risk to a destination to be specified by Contractor.

16. PROPERTY
1) The ownership of items will transfer from Contractor to PerkinElmer at the moment of delivery.
2) PerkinElmer will have the right to require that the transfer of ownership of the items and/or the materials and parts designated takes place at an earlier time. Contractor will then mark the items and/or the materials and parts intended for PerkinElmer at its expense as recognizable property of PerkinElmer and protect PerkinElmer from any loss, damage and the exercise of rights by third parties.

17. QUALITY AND GUARANTEE
1) Contractor guarantees that the items are delivered conform the agreement and that the items have the promised characteristics, are free from defects, are suitable for the purpose they are intended for and meet the statutory requirements and other government regulations as well as the branch requirements for delivery, safety, quality, working conditions and the environment which apply at the moment of delivery.
2) Upon PerkinElmer’s first request, Contractor will organise a presentation, demonstration or instruction meeting in the broadest sense of the word regarding the application and the use of the items delivered. Contractor will not charge PerkinElmer additional costs for this.
3) If, after delivery, the goods show any defect during the legally applicable limitation period, Contractor will immediately repair or replace this defect in consultation with PerkinElmer. If the goods are part of a larger object, such as for instance a building or a technical installation, the aforementioned period will commence at the delivery of the larger object, irrespective by whom the other part of that object has been manufactured or delivered. All the costs related to the repair or replacement of the defect and bringing the goods back into use or, if it belongs to a larger object, that object being put back into use, are to be paid by Contractor.
4) If Contractor does not remove the defect and/or does not remove it properly or too late, or if removing the defect cannot be postponed, PerkinElmer will be free to do or to have done what is required at Contractor’s expense, after notification in writing. After delivery of the replacement or repaired goods and from the moment that these are put back into use or, if they belong to a larger object, this object is put back into use, all related guarantee periods will recommence.

18. CONFIDENTIALITY
1) Contractor guarantees confidentiality towards third parties of all PerkinElmer’s business information that has in any way come to or was brought to Contractor’s attention.
2) Contractor is not permitted to multiply the business information related to the agreement or to make it available to third parties for inspection other than necessary within the scope of the fulfilment of the agreement and after prior written permission from PerkinElmer.
3) All business information made available to Contractor by PerkinElmer within the scope of the agreement will remain PerkinElmer’s property at all times and must be returned to PerkinElmer at Contractor’s expense upon PerkinElmer’s first request.
4) Contractor will also impose the obligations in this clause on its staff and on third parties that have been involved in the fulfilment of the agreement by Contractor.
5) The items and/or services realised on the basis of joint developments of both PerkinElmer and Contractor may not be used for purposes other than those for which they have been created without prior written permission from PerkinElmer.

19. PERSONNEL, EQUIPMENT AND MATERIALS
1) Personnel deployed by Contractor for the fulfilment of the agreement will meet the special requirements set by PerkinElmer and in the absence thereof the common requirements of professional competence and expertise.
2) If PerkinElmer judges the personnel insufficiently qualified, PerkinElmer will have he right to demand removal of this personnel and Contractor will be obliged to replace this personnel immediately, with due observance of the stipulations in the previous subclause of this clause.
3) PerkinElmer will be entitled to inspect and test all the materials and equipment Contractor uses in the fulfilment of the agreement, including tools, and to identify the personnel Contractor uses for the fulfilment of the agreement.
4) If, during inspection or testing, PerkinElmer fully or partially rejects the materials and equipment to be used by Contractor for the fulfilment of the agreement, as referred to in the previous subclause, Contractor will be obliged to replace the rejected materials and equipment immediately.
5) Before commencement of the work, Contractor must request PerkinElmer’s permission to use other personnel rather than its own staff. Before or during fulfilment of the assignment, Contractor must be able to provide to PerkinElmer upon request a written statement of all personal details and of all employment conditions (and the amendments thereto) of all the supervisory personnel and staff carrying out the work involved in the assignment.
6) All staff members carrying out the assignment must possess written proof, signed by Contractor, evidencing that they work as such for Contractor. The staff must show this evidence to the reception upon entering PerkinElmer premises.

20. OBSERVANCE OF TAX & SOCIAL INSURANCE LEGISLATION
1) If the Act of June 4th, 1981 (Bulletin of Acts and Decrees 1981, no. 360, the Wages and Salaries Tax and Social security Contributions (Liability of Subcontractors) Act (Wet Ketenaansprakelijkheid) the Social Security Coordination Act – Coördinatiewet Sociale Verzekeringen) or the reverse charge mechanism with regard to turnover tax (Verleggingsregeling Omzetbelasting) applies or apply to the agreement, Contractor must meet all the obligations arising from the Act/Acts and/or the mechanism (also with regard to administration). Contractor protects PerkinElmer from any claims based on the legislation referred to in this subclause.
2) If necessary, the payments to be made by Contractor will be made to a guaranteed account or directly to the tax authorities or bodies implementing employee insurance schemes.
3) Before commencement of the work, upon request, Contractor will be obliged to specify in writing to PerkinElmer the name and address(es) of the tax authorities’ and/or industrial insurance board’s or boards’ departments involved, as well as the registration number with the tax authorities or industrial insurance board(s).

21. WORKING HOURS
1) The working hours of the staff referred to in clause 19 are the same as those determined for the personnel working at PerkinElmer, unless agreed otherwise.

22. WORK, ORDER MEASURES, ETC.
1) The stipulations regarding order and safety which apply at PerkinElmer will also apply unimpaired to Contractor’s staff or third parties involved by Contractor, unless this has been agreed otherwise. Upon arrival at or departure from the premises or the work, PerkinElmer will be entitled to inspect the objects Contractor and all those that perform the assignment carry.
2) At its own expense, Contractor will look after all aids, tools and industrial clothing required for the work, unless otherwise agreed upon in writing. When Contractor uses PerkinElmer’s aids and tools, Contractor will be obliged to return these as soon as the service has been provided in the state in which they were received. Defects must be communicated immediately.
3) The items used by Contractor must meet the requirements to be set by PerkinElmer with regard to safety, without prejudice to Contractor’s liability according to clause 7.

23. STORAGE
1) Contractor may not store more materials at PerkinElmer’s premises than necessary in PerkinElmer’s opinion for the immediate fulfilment of the assignment. The items stored by Contractor and/or others carrying out the assignment will be at the risk of Contractor.
2) Every day, Contractor will have all dirt, waste, excess materials and substances removed that are left by those carrying out the assignment. Contractor will compensate PerkinElmer for any damages and costs due to non-observance of this and protect PerkinElmer from any claims from third parties with respect to this.
3) Contractor must clearly mark material which belongs to Contractor and which is present at PerkinElmer’s premises as recognizable property of Contractor. In the absence hereof, material present at PerkinElmer’s premises will be deemed to be the property of PerkinElmer.

24. STRIKE
1) PerkinElmer will not pay wages and/or other compensation for staff carrying out the assignment for Contractor, nor the cost of instruments and tools used within the scope of the assignment by Contractor and/or companies or persons working for them during the period that these people are unable to work or these instruments and tools cannot be used as a result of a strike by these persons or other personnel working for PerkinElmer.

25. FORCE MAJEURE
1) In the event that Contractor is unable to fulfil the agreement as a result of non-attributable failure of a permanent nature, PerkinElmer will be entitled to immediately terminate the agreement without judicial intervention and without this causing an obligation for PerkinElmer to pay damages.
2) If Contractor is unable to carry out the obligations resulting from the agreement (any further) by non-attributable failure of a temporary nature, PerkinElmer will be entitled to suspend the fulfilment of the agreement until the moment at which fulfilment is possible again. Should later fulfilment appear not to be possible or advisable as a result of the suspension, PerkinElmer will be entitled to terminate the agreement immediately without judicial intervention and without this causing an obligation for PerkinElmer to pay damages.

26. DISSOLUTION
1) PerkinElmer will be entitled, without prejudice to its right to compensation the right, to terminate the agreement in part or in full according to the law if:
• Contractor does not, not timely or not properly fulfil its obligations;
• Contractor is declared bankrupt or is granted suspension of payments;
• An important part of Contractor’s business assets has been seized;
• Contractor’s items intended for the assignment are seized;
• Contractor’s company is closed down or has been liquidated.

2) In the event of partial dissolution, without prejudice to its right to compensation, PerkinElmer will be entitled, at its discretion, to:
   • return items already supplied but no (longer) useable at Contractor’s expense and risk, and to reclaim the payments already made for these items;
   • to complete the assignment itself or to have it completed by third parties after written notice, possibly using the items already supplied by Contractor, in which case the agreed reimbursement for these items will be paid (for only a part of what has been agreed has been delivered, in proportion to the agreed fee) without prejudice to the right of PerkinElmer to subtract the costs, invested in meeting the obligations of the Contractor itself or having them executed by a third party, from the amount due.

3) All the claims that PerkinElmer may have or obtain as a result of the dissolution, including its possible claim for compensation, will be immediately and fully payable.

27. APPLICABLE LAW AND DISPUTES
   1) Each transaction and each agreement between PerkinElmer and Contractor will exclusively be governed by Dutch law.
   2) The applicability of article 7:23 subsections 1 and 2 of the Dutch Civil Code is excluded.
   3) The applicability of the Vienna Sales Convention (CISG) is excluded.
   4) Any disputes arising from or related to the agreement to which these conditions apply or regarding the conditions themselves and their interpretation or execution, will, to the extent that the court is competent, be settled by the court in the district in which PerkinElmer has its seat.
   5) The stipulations in the aforementioned subclause do not affect PerkinElmer’s right to submit the dispute to the civil court which is competent according to the regular competence regulations.