

Abcam Inc Purchase Order Standard Terms and Conditions

- Parties; Terms and Conditions.** Abcam Inc, or its affiliate (“**Buyer**”) and the party providing goods to Buyer (“**Seller**”) as each is identified on the face of this purchase order (each, a “**Party**” and collectively, the “**Parties**”) hereby agree that the provision of the services (“**Services**”) and/or sales of the items (including, without limitation, items delivered as part of the Services, “**Goods**”) listed and/or described on the face of this purchase order are subject to these Standard Terms and Conditions (collectively, the “**Order**”). Acceptance of this Order is limited to the terms and conditions stated herein. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. Seller shall be deemed to have accepted this Order by performing hereunder.
- Packing And Shipping of Goods.** Seller shall, at no additional charge, pack the Goods as specified by Buyer, in a manner suitable for transportation by the carrier. The Goods shall be accurately and clearly labelled, with a complete and accurate packing list. Buyer may return any quantities of Goods in excess of those ordered at Seller’s expense.
- Delivery and Acceptance of Goods and Services.** The date specified for delivery of the Goods and/or provision of the Services is set forth on the face of this Order. Time is of the essence for delivery. All Goods shall be FOB Buyer’s address (Incoterms 2018). If Seller fails to provide the Services or deliver the Goods in whole or part, Buyer may cancel all or any part of this Order. Acceptance of any part of the Order shall not bind Buyer to accept future shipments of Goods or performance of Services. Notwithstanding delivery to any carrier, Seller’s performance shall not be complete until the Services and Goods have been accepted by Buyer.
- Invoices; Payment.** Invoices shall contain the following information: Abcam Purchase Order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Upon acceptance of the Goods and Services, and delivery of a correct invoice (or entry of accurate Seller information in Buyer’s Supplier Portal), Buyer shall pay Seller the amount specified on the face of this Order in arrears (the “**Fees**”) net sixty (60) days. The Fees shall not exceed the amount on the Order (excluding VAT and pre-approved expenses) without the written agreement of Buyer. Any adjustment in Seller’s invoices due to shortages, non-conformance, late delivery, rejections, or other failure to comply with the requirements of this Order may be made by Buyer before payment. Buyer shall not be obligated to pay any invoices which are not delivered within ninety (90) days of delivery of the Goods. Payment shall not constitute final acceptance.
- Audits; Quality Systems.** Seller shall satisfy any applicable quality assurance requirements of the Order. Seller shall assure itself and satisfy Buyer through appropriate inspection, tests and quality management systems to ensure that the Goods conform to the requirements of the Order. Upon request, Seller shall provide to Buyer its quality manuals, program plans, and SOPs. Seller shall provide reasonable assistance (including, where appropriate, access to office accommodation, telephone and fax facilities) to enable the rights set out in this condition to be exercised fully. Such inspection does not relieve the Seller of any liability nor does it imply acceptance of the Goods and/or Services. Goods that do not perform in accordance with the specifications and instructions of Buyer, shall be promptly corrected or, if Services, be reformed, at Seller’s expense. Seller acknowledges that the Goods and Services covered by this Order are intended for the manufacture and sale of Buyer’s established products in which Buyer has built a substantial and valuable reputation for quality and efficiency. Seller shall advise Buyer in writing of all proposed changes in the specifications or method of construction of the Goods supplied, for example, changes in form, fit, function, service life, reliability, maintainability, interchangeability or safety. In the event of Buyer accepting the change, written approval will be sent to Seller.
- Tooling.** If Seller possesses any tools, dies, jigs, fixtures, patterns, equipment, gauges, designs, drawings, engineering data or other technical or proprietary information, or other materials of Buyer (“**Buyer Items**”) in connection with this Order, Seller agrees that its responsibility shall be that of a bailee and that it shall indemnify and hold Buyer harmless from any loss or damage thereto until such time as such Buyer Items are delivered to Buyer. Seller shall keep confidential the features of any Buyer Items and use such items only in the production of Goods under orders from Buyer and not otherwise. With respect to Buyer Items, Seller will: (a) make and affix such markings thereon as Buyer may direct, (b) make no change, modification or alteration to Buyer Items without Buyer’s written consent, (c) make no use thereof, except in the production of material ordered by Buyer, and (d) store the Buyer Items without charge to Buyer in separated racks or in sections of Seller’s plant in either case, clearly marked to show that the Buyer Items are the property of Buyer. If Seller acquires or manufactures items (e.g., tools, designs, jigs, etc.) to facilitate completion of this in connection with the Order and charges Buyer therefore, Buyer may at its option upon completion or termination of this Order, elect to take title to such items as Buyer Items and upon receiving notice of such election Seller will deliver such Buyer Items to Buyer.
- Rights to Goods and Services.** If any experimental, developmental or research work is called for or required hereunder, Seller agrees to and hereby does grant to Buyer a perpetual, irrevocable, non-exclusive, fully transferable, royalty-free, fully paid-up, sublicenseable license to import, make, have made, use, offer to sell and sell any invention, improvement or discovery (whether or not patentable) that Seller conceives or first actually reduces to practice in the performance of this Order. Seller agrees to and hereby does grant to Buyer a perpetual, irrevocable, non-exclusive, fully transferable, royalty-free, fully paid-up, sublicenseable license to reproduce, perform, create derivative works, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable material ordered as articles or incorporated in or supplied as a supplement with, any articles, including, any reports, drawings, blueprints, data and technical information delivered or specified to be delivered by Seller to Buyer under this Order.
- REACH.** If REACH applies, then Seller shall ensure that the Goods and/or Services are REACH compliant. Seller represents and warrants that any substance or chemical that it is obliged to register under the REACH has been appropriately registered and that Seller has ensured that its suppliers and subcontractors have ensured that they have carried out any obligations to register under REACH.

Abcam Inc Purchase Order Standard Terms and Conditions

Seller further represents and warrants that both the Seller and its suppliers and subcontractors have obtained the necessary authorisations for any Substances of Very High Concern used to produce or are present in the Goods and/or Services.

9. **Confidentiality.** Seller acknowledges and agrees that the Mutual Confidential Disclosure Agreement between Buyer and Seller (if any) shall continue to apply in respect of this Order. If there is no confidentiality agreement between the Parties, then Seller shall not disclose the existence of this Order, nor any details thereof, nor the Buyer's name for advertisement, publicity or other purposes without Buyer's prior written consent.

10. **Warranty.** Seller represents and warrants that: (a) all Services shall be performed in a good and workmanlike manner by personnel who are qualified by licensure (if applicable), education and experience to perform the tasks to which they are assigned, (b) Seller's personnel shall comply with Buyer's policies generally applicable to visitors, and (c) such personnel shall, upon Buyer's request, execute Buyer's non-disclosure and assignment of inventions agreement. Seller represents and warrants that all Goods: shall: (1) be of the best quality, new, free from defects in design, material and workmanship, (2) conform to applicable specifications, drawings, and standards of quality and performance, and be suitable for their intended purpose for a period of at least twelve (12) months after delivery, (3) be free from liens or encumbrances, (4) not infringe the patent, copyright or other intellectual property rights of any third party, and (5) comply with ISO 9000 or equivalent. Upon delivery of the Goods, Seller represents and warrants that all right, title and interest in and to the Goods shall pass to Buyer. Seller shall comply with Buyer's supplier code of conduct available at: www.abcample.com/about-us/business-ethics/. The foregoing warranties shall survive any delivery, inspection, acceptance or payment to Buyer.

11. **Indemnification; Insurance.** Seller shall indemnify and hold harmless Buyer, its affiliates, and their respective officers, directors and employees, against any and all losses arising out of any claim or suit resulting from Seller's negligent or wrongful act, or Seller's default, omission or breach of its obligations under this Order. Nothing in this Order limits or excludes a Party's liability: (a) for death, personal injury or property loss arising out of intention or gross negligence, (b) for fraud, fraudulent misrepresentation, criminal acts or the tort of deceit, or (c) where such a limitation or exclusion would be contrary to any applicable laws.

12. **Default.** Buyer may, upon written notice to Seller, terminate this Order if: (a) Seller fails to make timely delivery of the Goods, (b) otherwise breaches this Order, or (c) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due. Buyer's rights as set forth herein shall be in addition to Buyer's rights in case of Seller's default, whether set forth in this Order or not.

13. **Insurance.** Seller shall at all times insure itself and keep adequately insured with a reputable insurance company against all insurable liability under the terms of the Order and in particular: (a) employer's liability insurance in accordance with statutory requirements, (b) product liability insurance, (c) public liability insurance. No minimum figure of insurance cover required under the Order shall in any way be construed as limiting the liability of the Seller or its sub-contractors under the Order.

14. **General Provisions.** Buyer may assign or transfer this Order as a whole, or any of its rights or obligations under it, to an affiliate or a successor-in-title to substantially all of its business. This Order is not assignable and shall not be assigned or subcontracted by Seller without Buyer's prior written consent; any such assignment shall be null and void. There are no third party beneficiaries under this Order. The relationship of Seller and Buyer will be that of independent contractors and nothing shall render Seller (or its employees) an employee, worker, agent or partner of Buyer. All rights and remedies of Buyer hereunder shall be in addition to any other remedies provided by law. All notices hereunder shall be hand delivered or sent by generally recognized overnight courier addressed to the Chief Legal Officer of the recipient at its address on the reverse page of this Order; provided, however, that notices to Buyer shall only be effective if a copy is also sent to legal@abcam.com. This Order and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of New York without regard to any conflict of law provisions. The courts of New York will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Order, except that either Party may bring proceedings for an interim injunction in any jurisdiction. This Order contains the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.