ABBOTT MOLECULAR TERMS AND CONDITIONS OF SALE

ABBOTT LABORATORIES INC., 1300 East Touhy Avenue, Des Plaines, Illinois 60018

By submitting an order or accepting or using Products (as defined below), you acknowledge that you have read, understand and agree to be bound by (i) these terms and conditions (these "Terms and Conditions") in their entirety and (ii) Abbott's Privacy Policy available at https://www.abbott.com/privacy-policy.html.

1. **AGREEMENT AND ACCEPTANCE**. To the extent that you do not have an Existing Agreement with Abbott Laboratories Inc., on behalf of its Molecular Diagnostics Division ("Abbott"), for Products and/or Equipment being purchased, these Terms and Conditions shall apply and shall govern the sale of all Products and Equipment delivered to you by Abbott. "Existing Agreement" shall mean any existing agreement currently entered between you and Abbott. "Product" shall mean the Abbott products referenced in any order submitted by you to Abbott. "Equipment" shall mean the Abbott equipment referenced in any order submitted by you to Abbott. All terms and conditions contained in any order form issued by you, unless specifically accepted in writing by Abbott, shall be null and void and entirely superseded by these Terms and Conditions. For the avoidance of doubt, purchases of Products that are under an Existing Agreement with Abbott shall follow the terms and conditions of such Existing Agreement. Abbott shall have the right to accept or reject any purchase order in its sole discretion and without incurring any liability. You must have a valid Customer Number with Abbott and a principal place of business within the United States (excluding Puerto Rico and all other United States territories and possessions) to place orders for Products or Equipment using the e-Abbott.com platform.
2. **PRICING**. Prices are subject to review and approval by Abbott and may be revised without notice.
3. **PRODUCT ALLOCATION AND DISCONTINUATION**. Notwithstanding anything to the contrary herein, you acknowledge and agree to each of the following independent conditions: (a) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products and/or Equipment; (b) Abbott shall not incur any liability for any failure to supply or any delayed supply of Products and/or Equipment; (c) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or Equipment and/or to immediately discontinue supplying any Product; and (d) any such action or inaction by Abbott described in clauses (a) to (c) will not constitute a breach by Abbott under these Terms and Conditions.
4. **DISCLOSURE**. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to you constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon your written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for Products, Equipment, services, and miscellaneous purchases, as applicable. You may have an obligation to report such discounts to any State or Federal program that provides reimbursement to you for the items to which the discount applies, and, if so, you must fully and accurately report such discounts. Further, you should retain invoices and other price documentation and make them available to Federal or State officials upon request.
5. **PAYMENT TERMS; SHIPPING; TAXES**. Payment terms are net thirty (30) days from the date of invoice. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Shipping and handling charges are prepaid and added to each invoice. Abbott shall ship Products Free On Board (FOB) origin. Title to the Products shall pass from Abbott to you upon Abbott's delivery of the Product to the carrier. If you are tax-exempt, you shall provide a tax-exempt certificate to Abbott. If you are not tax-exempt, you shall be responsible for all federal, state and local taxes related to the use, possession, ownership and/or lease of any Product or Equipment. You shall promptly reimburse Abbott for any such tax paid by Abbott.
6. **PRODUCT ACCEPTANCE AND RETURNS**. No later than three (3) days after delivery of any Product and/or Equipment, you shall provide written notice to Abbott of (a) any discrepancy between the type or quantity of Product and/or Equipment ordered and the type or quantity of Product and/or Equipment delivered and (b) any failure of such Product and/or Equipment to materially comply with the warranty set forth in Section 8 below. If you do not provide such written notice within such period, you shall be deemed to have accepted such Product and/or Equipment.
7. **PRODUCT PERFORMANCE**. You shall direct all questions regarding the order, shipment, delivery or performance of any Product or Equipment to Abbott Customer Service at 1-800-553-7042. If Abbott instructs you to return the Product, you shall label and ship the Product in accordance with Abbott's instructions; Abbott reserves the right to reject any returns that are not labelled and shipped in accordance with such instructions.
8. **WARRANTY**. Abbott represents and warrants that Products delivered to carrier for shipment to you, or delivered directly to you, will, at the time of such delivery: (a) materially conform to published specifications set forth in the applicable Abbott package insert(s) for such Product; (b) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (c) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this Section, the only other warranties made by Abbott with respect to Products are those specifically and expressly stated as warranties in the Abbott package insert specifications. The only warranties made by Abbott with respect to Equipment are those specifically and expressly stated as warranties in the Abbott operator manuals and those contained in any applicable service package you purchase. ABBOTT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product or Equipment if (i) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operator manual (including product dating); (ii) has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product or Equipment; (iii) if the serial or lot number of any Product or Equipment has been altered, defaced or removed; (iv) if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (v) if the Product or Equipment was purchased from an unauthorized distributor (clauses (i) – (v), collectively, "Warranty Exclusions"). If any Product does not comply with the warranty set forth in this Section and/or in the Products' package inserts and/or any Equipment does not comply with the warranty set forth in the Equipment's operator manuals, as your sole and exclusive remedy, Abbott shall, at its discretion, (A) repair or replace the applicable Product or Equipment at no additional charge to you or (B) refund the purchase price for the applicable Product or Equipment.
9. **DISCLAIMER OF LIABILITY**. You assume all risk for the suitability of the test results obtained by using any Product and/or Equipment hereunder, and the consequences which flow therefrom. You assume all risk when any of the Warranty Exclusions apply to the Products and/or Equipment. **IN NO EVENT SHALL ABBOTT OR ITS AFFILIATES BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR LOST BUSINESS, OR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE USE OF PRODUCTS, EQUIPMENT OR SERVICES OR ANY FAILURE BY ABBOTT OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT OR SERVICES.**
10. **USE OF PRODUCTS**. The Products and Equipment purchased or rented under these Terms and Conditions are for your own use and not for resale or distribution to any third party. You agree not to (a) resell any Product or Equipment; (b) use any Product past its expiration date; (c) use any Product or Equipment in any manner inconsistent with its intended use or (d) use any Product or Equipment outside of the fifty (50) United States and the District of Columbia. Upon reasonable notice, Abbott or its designee may, at its expense, audit all of your relevant books and records to confirm your compliance with the restrictions set forth herein. Any such audit shall be conducted during your normal business hours. Notwithstanding anything to the contrary herein, if you fail to comply with the restrictions described in this paragraph, Abbott may, at its discretion, seek any remedies available at law or in equity.
11. **EMERGENCY USE AUTHORIZATION**.
    (a) Those Products that are intended, in whole or in part, for the detection of nucleic acid from SARS-CoV-2 (collectively, the "EUA Products") have not been cleared or approved but have been authorized for emergency use by the United States Food and Drug Administration ("FDA") under an Emergency Use Authorization for use by authorized laboratories. Abbott's obligation to supply any EUA Product hereunder is contingent upon such EUA Product being commercially available in the U.S. market pursuant to continued regulatory authorization from the FDA in accordance with Section 564 of the Federal Food, Drug, and Cosmetic Act ("Emergency Use Authorization" or "EUA") or clearance or approval by the FDA as an in vitro diagnostic. Abbott is permitted at any time, in its sole discretion, to substitute EUA Product with FDA cleared or approved Product.
    (b) Under the EUA, the EUA Products are authorized by the FDA only for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the U.S. Food, Drug and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or the authorization is revoked sooner (the "EUA Period"). During the EUA Period, you shall use the EUA Products, or cause them to be used, in accordance with the EUA, including, without limitation, ensuring the EUA Products (i) are administered and used by competent and appropriately qualified personnel ("Qualified Personnel") in authorized laboratories operating under a CLIA Certificate of Compliance or Certificate of Accreditation for moderate- or high-complexity testing. Abbott reserves the right, in its sole discretion and without liability, to immediately discontinue the supply of the EUA Products upon the expiration of the EUA Period.
    (c) You shall comply with all applicable laws, including, without limitation, federal, state and local laws, regulations, accepted industry guidelines and the EUA, applicable to your use of the EUA Product, including, without limitation, any obligations to notify relevant public health authorities of your intent to use the EUA Products prior to initiating testing. You shall report EUA Product test results to healthcare providers and relevant public health authorities as required by the EUA. You shall, and shall cause your Qualified Personnel, to use the EUA Product only in accordance with the authorized labeling under the EUA. You shall ensure that all Qualified Personnel shall: (i) have been appropriately trained in performing EUA Product testing and interpreting test results; (ii) use appropriate personal protective equipment when handling the EUA Products; and (iii) are provided training and monitored on an ongoing basis for quality compliance when performing testing using the EUA Products.
    (d) In connection with the EUA, Abbott is providing you with the Fact Sheets for Healthcare Providers (the "HCP Fact Sheets") and the Fact Sheets for Patients (the "Patient Fact Sheets") available at [https://www.molecular.abbott/sal/Alinity_m_Resp-4-Plex_Fact_Sheet_Patient_mw009%20Approved.pdf]. You shall include, or cause to be included, the applicable HCP Fact Sheet and/or Patient Fact Sheet with all EUA Product test result reports to healthcare providers and patients, as applicable.
    (e) You shall report to Division of Microbiology Devices / Office of Health Technology 7 Office of In Vitro Diagnostics and Radiological Health / Office of Product Evaluation and Quality / Center for Devices and Radiological Health (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: molecularsupport@abbott.com) any suspected occurrence of false positive or false negative results and any significant deviations from the established performance characteristics of the EUA Products of which you become aware. You shall ensure that any records associated with the EUA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.
12. **ABBOTTLINK**. Should you use AbbottLink in conjunction with Abbott systems, you understand that AbbottLink is intended to transmit connected systems operational data, which may be used by Abbott and third parties providing services and products to Abbott and/or you for troubleshooting, complaint investigation, performance monitoring, improvement, research, development, inventory management, usage analytics, billing and other related purposes. In addition, AbbottLink may be used to send system updates, to provide remote service and to facilitate Abbott's delivery of third-party services and products to you. The terms and conditions for your use of such third-party services and products are to be provided to you separately by the applicable third parties. The use of AbbottLink does not in any way change the responsibilities of either Abbott or you, including, but not limited to, your reporting and maintenance responsibilities. The data transmitted to Abbott by AbbottLink will not contain any protected health information or other confidential information related to physicians and/or patients.
13. **MISCELLANEOUS**. These Terms and Conditions constitute the entire understanding between you and Abbott with respect to the subject matter contained within these Terms and Conditions. All terms and conditions contained in any form issued by you shall be null and void and entirely superseded by these Terms and Conditions. Written notice to Abbott shall be addressed to: Abbott Laboratories Inc., Abbott Molecular Contracts & Pricing, 1300 East Touhy Avenue, Suite 300W, Des Plaines, Illinois 60018. You will not

use Abbott's or its affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. You may not assign or transfer these Terms and Conditions without Abbott's prior written consent. Abbott may assign any of its rights and/or obligations under these Terms and Conditions to an affiliate or parent of Abbott. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions. Subject to Section 14 (Alternative Dispute Resolution), for any legal action relating to these Terms and Conditions, the parties consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Abbott shall not be liable for any failure to perform hereunder due to events outside its reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, epidemics, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms. These Terms and Conditions do not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship between you and Abbott.

14. **ALTERNATIVE DISPUTE RESOLUTION**. Any dispute or claim arising out of or in connection with these Terms and Conditions initiated by either party shall be resolved by binding alternative dispute resolution ("ADR"). If a dispute arises between the parties regarding these Terms and Conditions, the parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following ADR procedure.

    To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its Affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the parties).

    The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

    The hearing shall be conducted on two (2) consecutive days, with each party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

    (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.

    (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.