

Abbott Laboratories Inc.
Diagnostics Division
STANDARD TERMS AND CONDITIONS
Effective: June 1, 2017

Scope

These terms and conditions (“Terms and Conditions”) apply to all on-line orders of Abbott Diagnostics products (“Products”) placed through the e-Abbott.com website or mobile application. By ordering Products on-line, you (the “Customer”) agree that you have read, understand, and agree to be bound to these Terms and Conditions and our [Privacy Policy](#), as they may be amended from time to time. The Customer is responsible for periodically reviewing these Terms and Conditions for applicable changes. Customer’s ordering of the Products after posting by Abbott Diagnostics of any changes to these Terms and Conditions constitutes Customer’s acceptance to those changes. If Customer disagrees with these Terms and Conditions or with our Privacy Policy (as they may be amended from time to time), then Customer’s sole and exclusive remedy is to discontinue ordering Products on-line. Only Customers that have a valid Customer Number with Abbott Diagnostics and which have a principal place of business within the United States (excluding Puerto Rico and all other United States territories and possessions) may place on-line orders for Products.

Contact Us

All questions or issues regarding order placement, shipments or deliveries should be directed to: Abbott Diagnostics, Customer Service and Support at: 1-877-4Abbott or via e-mail at add.ecommerce@abbott.com.

Terms and Conditions of Sale

Price. All prices, quotations, discounts and quantity rates are as set forth in the written agreement between Abbott Diagnostics and the Customer.

If the Customer is ordering products that are not included within the written agreement with Abbott Diagnostics, such orders will:

1. Be invoiced at the list price effective at the time of shipment. Abbott Diagnostics’ list price is subject to change at any time in Abbott Diagnostics’ sole discretion;
2. Not count towards any quantity based discounts or rates that are in the written agreement between Abbott Diagnostics and the Customer; and
3. Not count towards the fulfillment of any purchase commitments in the written agreement between Abbott Diagnostics and the Customer.

All orders placed require a Purchase Order number from the purchasing facility. Abbott Diagnostics reserves the right to verify all prices at the time of order placement.

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Order Acceptance.

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics:

Orders received by Abbott Diagnostics are subject to acceptance by Abbott Diagnostics; and Abbott Diagnostics reserves the right to limit purchase quantities or refuse orders so as to ensure adequate supply and distribution to all Customers on a fair and equitable basis.

Use of Products. All Products are for the sole use of the individual purchasing facility (and not for resale or distribution to any third party, with the exception of authorized Distributor(s)) and must be utilized only within the applicable purchasing facility.

Products in this catalog are sold for use in the fifty (50) United States and the District of Columbia (U.S) and may not be resold outside of the U.S. In the event that Customer becomes aware of any Products that are resold outside of the U.S. the Customer will notify Abbott Diagnostics of such resale and will cooperate with Abbott Diagnostics in any related investigation. Involvement and /or awareness of products being resold outside of the U.S. could result in suspended shipments.

Taxes

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics, any excise or other taxes applicable to accepted orders will be added to the invoice, except if a valid tax exempt form is submitted to Abbott Diagnostics and is on file at the time of invoice

Customer Order Forms

The only terms and conditions contained in any form issued by Customer that shall be applicable are those specifying the quantity and products ordered. No modifications of the written agreement between Abbott Diagnostics and the Customer or the Terms and Conditions shall be binding on Abbott Diagnostics unless specifically accepted in writing and signed by an authorized Abbott Diagnostics signatory.

Payment Terms

Abbott Diagnostics Standard Terms and Conditions are Net Thirty (30) days or as per the written agreement between Abbott Diagnostics and the Customer. Payments are to be made electronically in CTX format with an EDI 820 remittance where applicable.

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics:

1. Past due balances are subject to a service charge of one and one-half (1.5%) per month or, if such rate is prohibited by law, the highest rate allowed by law;

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2. All payments shall be applied first to any service charge and then to the oldest unpaid invoice;
3. In the event of a delinquency, Abbott Diagnostics may declare all unpaid balances immediately due; and
4. Customer may be held responsible for legal fees or other costs incurred in the collection of past-due balances.

EFT Remittance:

Contact Corporate Receivables Management at
corp_rec_mgmt_collections@abbott.com
to set up EFT payment

Check Remittance:

Abbott Laboratories
PO Box 92679
Chicago, IL 60675-2679

Credit Review

Customer will complete a Credit application form to furnish financial information to Abbott Diagnostics to establish and maintain Customer financial responsibility. Abbott Diagnostics may require cash payment before shipment.

Delivery Terms

Deliveries should be inspected for discrepancies before carrier departs and note discrepancies on the freight bill, or refuse damaged freight whenever possible. Direct inquiries related to product, order or shipment issues to Abbott Diagnostics Division, Customer Service and Support at 1-877-4Abbott or add.ecommerce@abbott.com.

Inspection & Adjustments

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics, Customer will notify:

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Abbott Diagnostics Division (ADD): within ten (10) days of receipt of shipment of any damaged or defective ADD goods or shortages at 1-877-4Abbott or add.ecommerce@abbott.com

Abbott Point of Care: within 24 hours of receipt of shipment of any damaged or defective APOC goods or shortages to 1-877-4Abbott

If Customer fails to notify ADD or APOC, as applicable, within ten (10) days immediately following receipt of shipment, Customer will be deemed to have accepted the shipped Products and agreed that such products are in good condition in the quantities stated in the Abbott invoice.

Shipping

Unless otherwise specifically stated in the Customers' written agreement with Abbott Diagnostics, shipping charge is prepaid by Abbott Diagnostics and added to each invoice. Abbott Diagnostics reserves the right to charge a Premium Freight and Handling Fee on Customer requested emergency orders. Customers will pay any costs related to special shipping requests.

Force Majeure

Abbott Laboratories Inc. will not be liable for any failure to perform any contract or supply any materials due to strikes, fires, terrorist attacks, explosions, floods, wars, riots, lockouts, injunctions, interruption of transportation, unavoidable accidents, inability to obtain supplies at reasonable prices or other causes beyond its reasonable control.

Return Goods

All Abbott Diagnostics sales are final and no goods may be returned for credit. E-mail or call Abbott Diagnostics for replacement product or credit if required.

Equipment Installation

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics, prices quoted for instrument systems include installation and warranty period specified in the applicable operator's manual.

Warranty

Unless otherwise specifically stated in the Customer's written agreement with Abbott Diagnostics, Abbott Diagnostics warrants that (a) diagnostic instruments shall comply with Abbott Diagnostics' standard warranty set forth in the applicable operator's manual

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and (b) products other than diagnostic instruments shall comply with performance stated in the package inserts for such products.

ABBOTT MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND ABBOTT EXCLUDES AND DISCLAIMS ANY OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ABBOTT SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE SALE OR USE OF ANY PRODUCTS SOLD HEREUNDER, AND ABBOTT'S TOTAL LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH PRODUCTS.

Order of Precedence: Written Signed Agreement

The Terms and Conditions are supplementary to and should be read in conjunction with a signed written agreement between Abbott Diagnostics and the Customer. In the event of any conflict between these Terms and Conditions and any of the provisions of a written agreement between Abbott Diagnostics and the Customer, regarding purchasing Products, such written agreement will govern and supersede these Terms and Conditions.