

## **PURCHASE ORDER TERMS & CONDITIONS**

The following terms and conditions govern all orders (each, an “Order”) placed by Leica Microsystems GmbH or its corporate affiliates (“Affiliate”) (buying entity hereinafter referred to as “Leica”) to the Supplier selling goods and/or services to Leica (“Supplier”). However, these terms and conditions do not apply to goods or services purchased by the Leica Biosystems Division(s) of Leica Microsystems GmbH or its affiliates. Notwithstanding any prior dealings between Leica and Supplier, the Order is expressly made conditional on, and Leica expressly limits Supplier’s provision of any goods or services set forth in the Order to, the terms and conditions in the Agreement (as defined below). The terms and conditions herein shall apply exclusively, and any terms and conditions used, communicated, proposed or referenced by the Supplier shall be superseded and excluded.

By accepting the Order and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) in connection with the Order, Supplier acknowledges that Supplier has read, understands, and agrees to be bound by the terms and conditions set forth in the Agreement. These terms and conditions and all other documents referred to or incorporated herein or located online are specific to the Order and may be amended from time to time by Leica. The applicable Terms shall be those valid as of the date of the Order. Supplier should read the terms and conditions applicable to each subsequently issued purchase order that Supplier receives because by accepting such Order and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) after a revised version of the terms and conditions has been posted or included, Supplier will be deemed to have accepted the revised version.

### **1. Entire Agreement; Amendments.**

1.1. It is the mutual desire and intent of Leica and Supplier to provide certainty as to their respective rights and remedies against each other by defining the extent of their mutual undertakings. Accordingly, the Order and the signed agreement between Leica and Supplier or its affiliate, (i) that is in effect at the time the Order is issued, (ii) that contains a provision indicating that such signed agreement is the entire agreement between the parties with respect to its subject matter and (iii) under which the Order is issued, based on the subject matter of the Order or a statement in the Order expressly identifying such signed agreement (e.g., supply agreement or services agreement), or if no such signed agreement exists, then the Order and these terms and conditions (in either case, the "Agreement") (1) contain the entire understanding of Leica and Supplier with respect to the subject matter of the Order and incorporate all representations, warranties, covenants, commitments and understandings on which Leica and Supplier have relied, and neither party makes any other representations, warranties, covenants, commitments or understandings; and (2) supersede all previous representations, warranties, covenants,

commitments and understandings between Leica and Supplier, written or oral, including any terms in an estimate, an offer or other similar document, with respect to the subject matter of the Order. Notwithstanding the foregoing, for the performance of work under a Order that extends to regulated products or services, Supplier shall, at Leica's request, enter into a quality agreement related to such work.

1.2. No modification, amendment or waiver of any term or condition in the Order or herein shall be effective, nor shall any additional or different terms or conditions, whether set forth in an invoice, confirmation, acceptance, shrink-wrap license, click wrap license, online terms of use or service or elsewhere, or pursuant to any course of dealing, usage of the trade or Leica's acceptance of any goods or services, be effective, unless set forth in a writing signed by Leica and Supplier.

2. **Notices.** All communications relating to the Order, to be effective, shall be addressed, if from Supplier to Leica, to Leica's representative, and if from Leica to Supplier, to Supplier's representative, identified in the Order or as otherwise provided to the other party in writing. Any communications transmitted via facsimile or electronically (e.g., via the Internet (including but not limited to EDI, cXML, e-mail)) (a) shall be considered a "writing" or "in writing," (b) shall be deemed "signed" if a signature is affixed that is valid in accordance with applicable law (including a valid electronic signature) and (c) will constitute an "original" when printed. Communications introduced as evidence on paper will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form and admissibility shall not be contested on the basis that the communication was not originated or maintained in documentary form.

3. **Changes.**

3.1. Leica may at any time by written notice make changes within the general scope of this Agreement in any one or more of the following circumstances:

- a. Schedule and/or time of performance;
- b. Place of performance of the services;
- c. Leica subsidiary, Affiliate, partnership or joint venture to receive the goods or services or the place of inspection, delivery or acceptance;
- d. and method of shipment or packing.

If any such change causes an increase or a decrease in the cost of, or the time required for, performance of any part of this Agreement, Leica shall make an equitable adjustment to the Agreement price and/or delivery schedule and modify this Agreement accordingly. Changes to the delivery schedule shall be subject to a price adjustment only. Supplier must assert its right to an equitable adjustment under this section within ten (10) days from the date of receipt of the written change order.

3.2. Unless Leica has provided prior written consent, Supplier shall not change the design or manufacture of any good or delivery of service ordered hereunder in any way. Supplier shall not change the design and manufacture in place at the time Leica evaluated the good or service for purchase. This includes, but is not limited to: (a) software, firmware or other control or interface; (b) any change that would or could affect the use or compatibility of the good or service with other materials or substances; (c) any change in the scope of the order, design, formulation, raw materials, components, suppliers of raw materials, subcontractors, part numbers, packaging, product documentation (including any certificate of analysis), specifications, performance, functionality, labeling, form, fit or function, manufacturing process, manufacturing location; or (d) any other aspects of the goods or their manufacture.

3.3. Changes in manufacturing process of goods or delivery of services supplied to Leica shall be announced: (a) eighteen (18) months in case of discontinuation of production; (b) three (3) months in case of delivery of service; and (c) twelve (12) months in case of any other changes.

3.4. In the event of the discontinuation of the goods or any related components, including unacceptable changes, Supplier shall offer Leica an opportunity to execute a last time buy option at its then-current prices. Such option shall not unreasonably limit the quantities purchased and the delivery dates shall be extended to the latest date possible. Upon Leica's request, and without obligation or charge to Leica, Supplier shall provide technical information, documentation, and rights required to permit Leica to continue to sell and maintain such goods. All material (testing protocols, plant certificates, drawings, plans, manuals, security data sheets, source code for software specially developed for Leica and the like), which are required for the acceptance, approval, operation, maintenance and repair shall be delivered simultaneously without extra charges by the Supplier in the requested language and in a form suitable for copying. Supplier shall promptly notify Leica of all changes to this material.

#### **4 Delivery; Title & Risk of Loss.**

4.1 Unless otherwise specified in the Agreement, all deliveries shall be made FCA (Incoterms 2020) or the domestic equivalent.

4.2 The shipping documents must state the exact description of the goods, the gross and net weight and the type of packaging. The shipping documents must include delivery notes, packing slips, Certificate of Conformity and Leica's reference number (order number, etc.). The certificate of conformance shall include the following:

- Supplier name
- Leica part name, number and revision level
- Leica purchase order number and, if applicable, release number
- Supplier's unique lot identifier (i.e. lot number, date code, sales order number, or other traceable number), if applicable

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- Quantity shipped
- Date manufactured
- Statement of Conformance to Leica specifications approved by an authorized quality representative (including representative's name and title).

5. **Inspection.** All goods and deliverables are subject to final review, inspection, and acceptance by Leica notwithstanding any payment or initial inspection. At Leica's discretion final inspection will be made by Leica or an authorized representative within a reasonable time after receipt of goods or deliverables.

6 **Non-Conforming Goods or Services; Late / Incomplete Delivery; Replacement Personnel.**

6.1 Leica reserves the right to refuse any goods or services and to cancel all or any part of the Order if Supplier does not, or goods or services provided by Supplier to Leica do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in the Order or otherwise provided to Supplier by Leica (the "Specifications") or any terms and conditions set forth in the Order and herein. Acceptance of any part of the shipment of goods or any part of the services shall not bind Leica to accept any non-conforming goods or non-conforming services simultaneously provided by Supplier, nor deprive Leica of the right to reject any previous or future non-conforming goods or services. Leica may, if it rejects any non-conforming goods, return such goods to Supplier at Supplier's expense for transportation both ways, and Supplier shall not deliver to Leica any replacement or substitution goods for such rejected goods unless so authorized by Leica.

6.2 The delivery of goods and services shall strictly comply with the delivery date or delivery schedule, if any, provided to Supplier by Leica. If at any time it appears Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Leica in writing of reasons for, and the estimated duration of, the delay. If requested by Leica, Supplier shall ship such delayed goods by means to avoid or minimize delay to the maximum extent possible, including rerouting any shipment if appropriate and the use of a dedicated motor carrier or air freight, and any added costs shall be borne by Supplier. Irrespective of any other rights Leica may have, Supplier's failure to abide by this provision shall entitle Leica to cancel the Order or to claim damages of 0.5% of the total Order price for each day of delayed or incomplete delivery, up to a maximum of 5% of the total Order price, which the parties agree best approximates Leica's actual damages in such instances. This shall not affect Leica's right to claim higher actual damages, provided that the liquidated damages defined shall be credited against such damages.

6.3 With respect to any personnel assigned by Supplier to provide goods or services to Leica, Leica reserves the right to request for any lawful reason whatsoever the removal or reassignment of any such personnel, which right shall not relieve Supplier of any responsibility it has for the Order. Supplier shall as soon as possible thereafter provide replacement personnel satisfactory to

Leica. Supplier shall not, however, leave any position(s) without staffing acceptable to Leica during any replacement assessment period(s).

6.4 Notwithstanding the foregoing, Leica may cancel the Order and/ or seek any other remedies available in accordance with applicable law, including cover and/or additional incidental and consequential damages from Supplier if Supplier does not, or goods or services provided by Supplier to Leica do not, conform to the Order and these terms and conditions, including delivery of goods or services that do not strictly comply with the Specifications or the delivery date or schedule, if any, provided to Supplier by Leica.

7. **Cancellation.** Leica may cancel the Order at any time and for any reason upon written notice to Supplier. In the event of such cancellation, Supplier shall comply with any directions given by Leica in such notice with respect to the goods and services in the Order and cease all other shipment and delivery of goods and services with respect to the Order. Within forty-five (45) days from the effective date of such cancellation, Supplier shall provide to Leica all material, drawings, work-in-progress, and co-developed intellectual property (in the state of completion or non-completion in which they exist on the date of cancellation) and submit an invoice to Leica for all goods and services provided by Supplier and accepted by Leica in accordance with the Order prior to cancellation, but only to the extent relating to such goods or services for which Supplier has not already submitted an invoice to Leica. Leica agrees to pay all undisputed amounts in accordance with the Order and these terms and conditions. In no event shall Leica be responsible for any amounts in the aggregate greater than (a) the total that would have been due under the Order or (b) the value of the work done by Supplier in accordance with the Order prior to cancellations, whichever is less.

## 8 **Prices; Invoice; Payment Terms.**

8.1 Prices shall be fixed at the amount stated in the Order or, if not in the Order, at the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Agreement, the price includes all packaging, transportation costs, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Leica has purchased transportation insurance and do not accept any additional costs of the Supplier in this regard. No increase in price is effective, whether due to increased material, labor, or transportation costs, or otherwise, without Leica's prior written consent.

8.2 Unless Leica otherwise informs Supplier, Supplier shall issue a separate invoice for each shipment of goods delivered by Supplier and for each set of completed services. Supplier shall not issue any invoices before the goods or services are delivered to Leica. Unless Leica provides alternate written instructions, Supplier shall submit all invoices to the Leica purchasing entity specified on the Order. Supplier shall invoice Leica in accordance with this Order and include on all invoices (a) the Order number; (b) a description of goods and/or services provided; (c) the

price, including a detailed description of the number of hours worked and fee per hour, if services are provided based on time and material pricing; and (d) expenses and pass-through costs approved by Leica, including details around such costs. Leica shall not be obligated to pay any amounts not properly invoiced within ninety (90) days after goods and/or services are provided, including any pass-through expenses that otherwise would have been reimbursable in accordance with the Order.

8.3 Payment terms will be net sixty (60) days after Leica's receipt of an undisputed invoice from Supplier after full receipt of the goods or complete provision of service. If Leica receives the invoice before complete receipt of the goods or complete provision of service, the payment term shall begin once receipt of goods or provision of service is complete.

## 9. **Warranties.**

9.1 Notwithstanding any other representation, warranty, or agreement to the contrary, Supplier unconditionally represents and warrants the following: (i) the goods and services supplied pursuant to the Order shall be of merchantable quality, conform to applicable industry standards and practices and the Specifications, be suitable for Leica's intended uses and purposes in the ordinary course of its business and be free from defects in design, material and workmanship; (ii) all services provided by Supplier shall be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner; (iii) any documentation provided to Leica by Supplier shall meet reasonable standards of clarity and detail; (iv) Supplier, the goods and services provided to Leica and the use thereof by Leica shall not infringe on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents; (v) Supplier is currently under no obligation to any party, nor will Supplier enter into any obligation with any party, that could interfere with Supplier delivering the goods or services in the Order; and (vi) Supplier shall comply with, and the goods and services provided by Supplier shall be in compliance with, all applicable statutes, laws, ordinances and regulations, including those relating to the environment, occupational safety and health, labor standards, assembly and supply of the goods and any permits, licenses and certifications Supplier is required to have.

9.2 If Supplier, the goods and services provided to Leica or the use thereof by Leica infringes on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents, the sale or use of such goods or services is enjoined, Supplier shall, at its expense and option, either procure for Leica the right to continue to use such goods or services, replace such goods or services with equivalent non-infringing goods or services or modify such goods or services so they become equivalent non-infringing goods or services. The foregoing, however, shall not be construed to limit or exclude any other claims or remedies that Leica may assert.



9.3 All representations and warranties shall extend to Leica, its customers and the users of the goods or services or products into which such goods or services may be incorporated. All third party warranties and representations obtained by or applicable to Supplier in connection with any good and services in the Order are hereby deemed provided, in addition, for the benefit of Leica, its affiliates and their users and customers. Nothing in this clause shall be construed as limiting in any way Supplier's other warranties to Leica.

9.4 These warranties survive any delivery, inspection, acceptance, or payment of or for the goods or services by Leica. These warranties are cumulative and in addition to any other warranty provided by Supplier or by law or equity. Any applicable statute of limitations runs from the date of Leica's discovery of the noncompliance of the goods or services with the foregoing warranties. If Leica gives Supplier notice of noncompliance with the warranties described herein, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming goods or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement goods to Leica.

10. **Indemnification.** Supplier agrees to indemnify and hold Leica harmless against all losses, claims, liabilities, damages, and expenses, including without limitation reasonable attorneys' fees, (collectively, "Claims") in connection with or arising out of the following: (a) any negligent or willful misconduct of Supplier, its personnel, agents, consultants, or subcontractors; or (b) Supplier's (including its personnel, agents, consultants, or subcontractors) breach of any provision of the Order or these Terms.

11. **Limitation of Liability.**

11.1 UNDER NO CIRCUMSTANCES WILL LEICA OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR INDIRECT ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF OR ANY ACT OR OMISSION IN CONNECTION WITH AN ORDER. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL LEICA OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (a) THE AMOUNT DUE FROM LEICA AS SET FORTH IN THE ORDER BUT NOT ALREADY PAID TO SUPPLIER FOR THE GOODS OR SERVICES PROVIDED BY SUPPLIER IN ACCORDANCE WITH THE ORDER AND THESE TERMS AND CONDITIONS OR (b) AN AMOUNT OF EUR 100'000. THESE LIMITATIONS WILL NOT APPLY (a) WHEN AND TO THE EXTENT THAT LIABILITY MAY NOT BE WAIVED IN ADVANCE BY OPERATION OF STATUTORY LAW; (b) IN EVENTS OF LEICA'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE; (c) IF LEICA HAS CAUSED DAMAGES TO LIFE OR HEALTH.

11.2 Nothing in the Order shall exclude or limit (a) Supplier's liability under Sections 9, 10, 12, 14, or 22 hereof; or (b) Supplier's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.

**12. Leica Property, Intellectual Property; Rights to Inventions; Copyrights.**

12.1 "Leica Provided Property" means any tools, equipment, samples, specimens, compounds, or any other materials of every description provided to Supplier, or paid for, by, or on behalf of Leica. All Leica Provided Materials, any replacement thereof, and any materials affixed or attached thereto shall be and remain the property of Leica. All Leica Provided Materials and Leica Materials shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any property for Leica's property and shall not use such property except in filling Leica's purchase orders. Such property while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Leica and shall be subject to removal at Leica's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to Leica in the same condition as originally received by Supplier, reasonable wear and tear excepted. Leica shall have the right to enter Supplier's premises at any time during regular business hours to inspect or recover Leica Provided Property without providing Supplier notice.

12.2 Any Specifications provided to Supplier by Leica and all intellectual property related thereto, including product designs, manufacturing processes, and trade secrets, shall remain the property of Leica.

12.3 Leica will be the exclusive owner of all deliverables created by Supplier in connection with or during the performance of the Order (the "Deliverables"), any works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions, or techniques that Supplier may conceive or first reduce to practice in connection with or during the performance of the Order ("Deliverable Concepts") or any derivative of, or through use of, any Leica Provided Materials (collectively, with the Deliverables, Derivatives, and Deliverable Concepts, "Leica Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights").

12.4 (i) All copyrightable Leica Materials created by Supplier in connection with or during the performance of the Order shall be considered a "work made for hire" for Leica, (ii) Leica shall be considered the author of the Leica Materials for purposes of copyright and (iii) all worldwide right, title and interest therein shall be the property of Leica as the party specially commissioning such work, in each case except to the extent (x) not permitted under applicable law or (y) the designation of Leica Materials as a "work made for hire" would establish an employment relationship under applicable law between Leica and Supplier.



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12.5 To the extent any Leica Materials are not "work made for hire," or to the extent that Leica does not otherwise acquire ownership of any copyrights, and with respect to all other Intellectual Property Rights, Supplier hereby irrevocably assigns to Leica for no additional consideration, and shall cause its personnel to irrevocably assign to Leica, all right, title and interest in and to the Leica Materials and all Intellectual Property Rights therein and thereto, including the right to sue, recover damages and obtain other relief from other persons for any past, present and future infringement, dilution, misappropriation, or other violation of or conflict with any of those Intellectual Property Rights. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to Leica and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Leica Materials and any process, technology, software, article, equipment, system, unit, product, or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Leica's request, Supplier will execute any instrument, or obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign the rights to Leica in accordance with this section or perfect such rights in Leica's name. If Supplier fails to execute any assignment in accordance with this section within fifteen (15) calendar days after a request by Leica, Supplier hereby appoints Leica as Supplier's attorney in fact for the sole purpose of executing any such assignment on behalf of Supplier to Leica and Supplier agrees to be bound thereby.

12.6 Supplier shall include on the face of all copyrightable material prepared for Leica a copyright notice identifying Leica and the year of publication in legible form. Supplier shall provide Leica with all relevant or necessary design drawings, source code and other documents detailing the Intellectual Property Rights with respect to the Leica Materials (including any open source software used and all relevant terms and conditions associated with their use). Except in connection with the Order to provide the goods or services to Leica, Supplier shall not use any Intellectual Property Rights with respect to the Leica Materials in any manner or for any reason. Without limiting the foregoing, Supplier agrees that neither Supplier nor any of its affiliates shall sell or distribute, or authorize the sale or distribution by any third party of, any goods or services using the Intellectual Property Rights with respect to the Leica Materials to any party other than Leica.

13. **Software.** If the goods set forth in the Order include any software (including pursuant to a software-as-a-service offering), related documentation and/or updates thereto (collectively, "Software") the following terms and conditions apply:

13.1 Unless developed for Leica Supplier shall retain all Intellectual Property Rights in and to the Software. Supplier hereby grants to Leica and its Affiliates a perpetual (unless otherwise limited in the Order to a specific duration), worldwide, non-exclusive license to access and use the Software for the business purposes of Leica and its Affiliates. If the Order limits the Software to use by a certain number of users, then Leica may replace a user with another user from time to time, provided that the then-current number of users using the Software does not exceed such number. If Supplier determines that Leica and its Affiliates have exceeded rights to the Software in the Order through increased usage that is otherwise in accordance with these terms and conditions, Supplier shall promptly notify Leica in writing of such excess usage and Leica shall thereafter promptly eliminate such excess usage. If Leica does not eliminate such excess usage, Supplier's exclusive remedy shall be to invoice Leica proportionally for such excess usage using the pricing set forth in the Order.

13.2 Leica and its Affiliates may (i) make a reasonable number of backup or archive copies of any Software provided by Supplier and (ii) permit one or more third parties to exercise the rights granted to Leica and its affiliates hereunder, provided that any such third party may only use the Software to provide goods to or perform services for Leica and its affiliates. Except as expressly permitted herein, Leica and its Affiliates shall (i) not reverse engineer, decompile or otherwise discover the source code of the Software; (ii) not remove any copyright, trademark or other proprietary rights notices in the Software; and (ii) reproduce such notices on any copies of the Software. Supplier shall electronically deliver the Software such that no tangible media passes to Leica.

#### 14. **Compliance Laws and Regulations.**

14.1 Supplier shall comply with all applicable laws and regulations, including but not limited to such laws and regulations relating to labor, social, workplace, environmental standards, consumer safety and any anti-corruption laws that may be applicable to Supplier and/or Leica (collectively "Compliance Laws"). Without limiting the foregoing, Supplier shall not, directly or indirectly, make any payments, offer or transfer anything of value, agree or promise to make any payment or offer to transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws. Supplier shall indemnify and hold Leica harmless from any and all claims by third parties resulting from Supplier's failure to comply with the applicable laws and regulations.

14.2 The Supplier further acknowledges and ensures that the Supplier and its subcontractors are familiar with the provisions of the Foreign Corrupt Practices Act („FCPA“), the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause by LMS to be in violation of, the provisions of the

FCPA, the UK Bribery Act or applicable local bribery and corruption law, labor, social and environmental standards or the LMS Supplier Code of Conduct (collectively, “Improper Conduct”).

14.3 Any provisions, representations or agreements required by any law or regulation to be included in the contract resulting from acceptance of the Order are hereby incorporated by reference into these terms and conditions.

14.4 While on the premises of Leica or any of its affiliates (the "Premises"), Supplier shall comply with all rules and regulations while on and applicable to the Premises. Supplier shall be responsible for its personnel, agents and sub-contractors while they are on the Premises whether or not any of their actions fall outside the scope and course of employment or engagement by Supplier. Supplier shall ensure that its personnel and agents proceed directly to the site where Services are to be provided and do not enter any other part of the Premises, except as directed by Leica. (ii) Supplier agrees that Leica or its affiliate, as the case may be, may search Supplier’s personnel and agents, their vehicles and packages while they are on, leaving or entering the Premises.

14.5 Supplier represents and warrants that Supplier has read and will abide by the “Danaher Code of Conduct,” as amended from time to time, for as long as Supplier provides goods or services to Leica.

14.6 In addition to any other rights LMS may have under the Contract, if the Supplier notifies LMS of, or LMS otherwise has a reasonable suspicion of, the occurrence of Improper Conduct, LMS may inspect or have inspected by an independent auditor the premises, books and records of the Supplier relevant to Improper Conduct for the purpose of ensuring compliance by the Supplier of its obligations under this Section 14. The Supplier shall promptly notify LMS in writing of such events.

14.7 Should LMS gain sufficient evidence that the Supplier or its subcontractors are in breach of the foregoing, LMS may terminate the Supplier immediately by written notice.

15. **Set-off.** Without prejudice to any other right or remedy it may have, Leica reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Leica to Supplier. If Supplier intends to set off or otherwise net any amounts due to Leica against any amount owed by Leica, Supplier shall obtain Leica’s prior written consent which shall not unreasonably be withheld if amounts owed are not in dispute.

16. **Force Majeure.** Supplier and Leica, as the case may be, shall be excused for delays in performance or failure of performance to the extent arising from causes beyond such party’s reasonable control, including without limitation strikes, wars, fires, acts of terror or acts of God, such as floods and earthquakes. In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other party promptly thereof and shall make diligent efforts to perform at its earliest opportunity. If Supplier’s performance is excused

hereunder, Leica may cancel the Order and Supplier agrees to provide to Leica the assistance and information necessary for Leica to make, have made, or otherwise procure replacement goods and services.

**17. Governing Law; Venue.**

17.1 This Agreement is governed by and construed in accordance with the laws of Germany without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of courts of Frankfurt am Main, Germany. The United Nations Convention on Service Plans for the International Sale of Goods shall not apply.

17.2 Any action by Supplier for loss or damage arising from or related to the goods and/or services must be commenced within the earlier of one (1) year from the date of delivery or occurrence of the event, or such claim will be forever barred. If Leica substantially prevails in any legal dispute, Supplier shall pay all reasonable costs incurred by Leica, including but not limited to collection costs, attorneys' fees, and costs of legal action.

**18. Independent Contractor.** Supplier's relationship to Leica shall be that of an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Supplier and Leica. Personnel or employees supplied by Supplier under this Agreement shall not for any purposes be considered employees or agents of Leica. Supplier assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement. Leica assumes no responsibility for Supplier personnel.

**19. Audit.** For the period beginning when Supplier accepts the Order and/or starts performance, ships any goods or furnishes any services (or provides any deliverable arising therefrom) in connection with the Order and ending at least four (4) years after Supplier completes the Order in full or the Order was cancelled by Leica, Supplier agrees to make, keep, and maintain, in accordance with generally accepted accounting principles and practices, consistently applied from year to year, complete books, invoices, records of payments, correspondence, instructions, specifications, plans, drawings, receipts, manuals, contracts, purchase orders, tax returns, memoranda, and other records relating to this Agreement, including the goods and/or services provided thereunder and if applicable, cost of materials used, expenses incurred, and hours worked. Leica shall have the right to audit and/or examine all such items and/or relevant Supplier facilities, either directly or through its authorized representative or agents, during regular business hours and upon reasonable prior notice. If any audit or examination reveals that Supplier collected more from Leica than it was entitled to collect under the Order, Supplier shall promptly reimburse Leica for the amount of any overcharges. Supplier shall also pay Leica interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Supplier until the date of actual reimbursement to Leica. In the event that any such audit or examination reveals that Supplier

collected more than five percent (5%) than what it was entitled to collect under the Order, Supplier shall also reimburse Leica for the cost of such audit in addition to the other amount owed pursuant to this section.

20. **Assignment.** The Order and the rights and duties under the Agreement shall not be assignable by either party without the prior written consent of the other party, which consent may be withheld in such other party's sole discretion; provided however, Leica may assign its rights and obligations under the Agreement without prior written consent of the other party to any one or more of its Affiliates and to any third party due to a sale of all or substantially all of the assets to which this Agreement relates. The Agreement shall inure to the benefit of and be binding upon Leica and Supplier and their respective successors and permitted assigns. Nothing contained within the Agreement shall give to any other person any benefit or legal or equitable right, remedy, or claim.

21. **Data Privacy.** Leica shall be entitled to process personal data of the Supplier and to transfer personal data to affiliated companies to the extent this is necessary for the execution of the Agreement or provided that the Supplier has acknowledged the processing and transfer of personal data. Insofar as personal data is transmitted to Leica, Supplier is obliged to ensure that the collection and transmission of the data is lawful and has taken place. Insofar as one of the Parties processes personal data for the other party or the parties process personal data together, the parties undertake to enter into the necessary data protection service plans, including Data Protection Agreements. This applies in particular to the conclusion of an agreement regarding order data processing and / or regarding joint controllership, to the extent necessary in accordance with the legal provisions applicable to the parties. Notwithstanding the foregoing, Supplier shall at all times receive, store and process any personal data received from Leica in compliance with GDPR regulations. Under no circumstances shall Supplier transfer any personal data received from Leica to locations (e.g., servers) placed outside of the EEA.

22. **Confidentiality; No Publicity.**

22.1 Supplier shall not, without prior written consent of Leica, disclose to any third party Confidential Information (as defined below) or use any such Confidential Information for any purpose other than in connection with providing to Leica the goods and/or services set forth in the Order. "Confidential Information" means any information not already in the public domain or independently developed or obtained by Supplier relating to the following: the existence of the relationship with Leica; Leica's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased, and prices paid); the nature of the services performed or deliverables or goods delivered under the Order; or any data, designs, or any other information relating to Leica or its Affiliates or their businesses, including the Leica Provided Materials. Notwithstanding the foregoing, Supplier may disclose Confidential Information (a) to

Supplier's employees and personnel within its control having a need to know such information in connection with Supplier's performance of the Order or (ii) to comply with applicable laws, court or government agency order or rule, or regulations, provided that before disclosing any Confidential Information, Supplier, to the extent permissible by law, provides prompt notice of such order or rule to give Leica opportunity to object to or limit such disclosure. Supplier agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than Supplier exercises to protect its own confidential information. Upon Leica's request at any time, all documents and other material containing Confidential Information, and any other data, designs or other information furnished to Supplier (and copies thereof), shall be returned to Leica or destroyed, as directed by Leica. Notwithstanding any other provision in this Agreement, Leica may seek provisional remedies in a court of competent jurisdiction, with or without notice, to enforce these obligations. Supplier's duty to hold Confidential Information in confidence expires five (5) years from receipt of such Confidential Information.

22.2 Supplier shall not, without the prior written consent of Leica, originate any publicity (including any news release or public announcement) nor use any logos, trademarks, service marks, or names of Leica or any of its Affiliates.

23. **Miscellaneous.** Headings used herein are for convenience only and shall not be used for interpretive purpose. A party's failure to act with respect to another party's breach of any provision of the Agreement does not constitute waiver. If any provision is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. The terms and conditions of the Agreement shall survive fulfillment of the Order.