

TERMS AND CONDITIONS FOR PURCHASE ORDERS

These Terms and Conditions For Purchase Orders (“**Terms and Conditions**”) are incorporated into and made a part of the purchase order for goods and/or services (“**PO**”) issued by Clinical Reference Laboratory, Inc. (“**CRL**”) to the counterparty (including its affiliates) named on the purchase order (“**Seller**”). By accepting the PO, delivering goods, or performing services, Seller agrees to be bound by these Terms and Conditions.

1. OFFER AND ACCEPTANCE

The PO constitutes an offer to purchase the goods/services reflected in the PO by CRL from the Seller. Seller shall promptly acknowledge receipt of the PO and forward complete information to CRL with respect to delivery of the goods/services. Unless otherwise agreed to in writing by CRL, the following terms and conditions apply to all CRL POs for goods/services, in addition to any terms set forth on the face of an individual PO. Seller shall be deemed to have accepted the PO and agreed to the Terms and Conditions hereof upon the earlier of: a) shipment of the goods described in the PO; b) written acceptance of the PO; c) performance of the service described in the PO; d) commencement of work on the goods/services subject to the PO; or e) any other conduct which recognizes the existence of a contract regarding the subject matter of the PO. Acceptance of the PO by Seller is strictly limited to its terms. No change or other modification to the order shall be binding upon CRL unless accepted in writing and signed by CRL. Any additional or different terms proposed by Seller are hereby rejected and shall not become a part of the PO unless expressly agreed to in writing and signed by CRL. The order may not be assigned, transferred or subcontracted by Seller, in whole or in part, without the prior written approval of CRL. CRL may assign its rights under the PO to any other person without the prior consent of Seller.

2. CHANGES

CRL may, at any time, by written order, make changes to the PO, including but not limited to: (a) specifications; (b) quantity; (c) delivery schedules; (d) methods of shipment or packing; (e) place of delivery; or (f) services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the PO, an equitable adjustment shall be made in the price or delivery schedule, or both, and the PO shall be modified in writing accordingly. Seller must assert its right to an adjustment within 1 business day of receiving the change order.

3. SEPARATE AGREEMENT

In the event CRL and Seller have entered into a separate agreement, where such agreement has not expired or been terminated by either party, for the purchase of the goods/services as reflected in the PO, to the extent there is a conflict in the terms of such agreement and the PO, the terms of the separate agreement shall govern.

4. PRICE AND PAYMENT

The price for the goods/services shall be as stated in the PO and is firm and not subject to increase. Unless otherwise specified in the PO, the price includes all packaging, shipping, duties, taxes, and other charges. CRL reserves the right to set off any amounts due from Seller against any amounts payable to Seller under this or any other agreement. No retroactive price increase will be assessed by Seller in connection with the PO. CRL is not liable for more than the amount indicated on the PO (less applicable discounts and/or other deductions). Payment terms are Net 30 days from CRL’s receipt of a correct and undisputed invoice. No interest or other charge will be paid by CRL under the PO or resulting invoice, based on late payment or otherwise. Any question regarding the price or descriptions stated in the PO must be given in writing within 2 days of receipt of the PO.

5. INVOICES

All invoices submitted by Seller for payment should be emailed to CRL and include the PO Number. All invoices must include the PO number and a detailed description of the goods/services provided. Delays in receiving invoices, errors or omissions on invoice or lack of supporting documentation required by the terms of this order will be cause for withholding settlement without losing discount privileges.

6. DELIVERY/INSPECTION

Delivery Date – Time is of the essence. Seller shall deliver the goods or perform the services by the date(s) specified in the PO. If Seller anticipates any delay, Seller shall immediately notify CRL in writing, stating the cause of the delay and the estimated new delivery date.

Delivery – The specific quantity ordered must be delivered in full, unless partial deliveries are authorized by CRL, and must not be changed without CRL's written consent. CRL reserves the right to reject or cancel all or any part of an order, delivered or undelivered, if Seller does not make deliveries as specified or scheduled. Title and risk of loss pass from Seller to CRL upon receipt of the goods at CRL's place of business.

Facility Inspection – Seller grants to CRL the right to visit the facilities of Seller, or its subcontractors or suppliers, to inspect material or determine progress of manufacture or shipment.

7. ACCEPTANCE/REJECTION

CRL shall have the right to inspect all goods/services upon delivery or performance of services. CRL's inspection or failure to inspect shall not relieve Seller of its responsibility for non-conforming goods/services.

Rejection – CRL may reject any goods/services that do not conform to the specifications, drawings, samples, or other requirements of the PO. Rejection of non-conforming goods/services may occur at any time, notwithstanding any prior payment or inspection. If goods services are rejected, CRL may, at its option: (a) return the non-conforming goods to Seller at Seller's expense for full credit or replacement; (b) require Seller to re-perform the services at no additional cost; (c) repair or replace the non-conforming goods/services and charge Seller for the cost difference; or (d) terminate the PO for cause.

Acceptance – CRL's acceptance shall not be deemed to occur until all goods/services ordered have been received and/or installed and approved by CRL as conforming to the order.

8. WARRANTY

Seller expressly warrants that all goods/services covered by the PO a) conform to all descriptions, guarantees, specifications, representations and samples furnished or specified; b) is fit for its ordinary purposes and for any special purposes intended by CRL of which Seller is aware or should be aware; c) is free from defects in materials workmanship or design; d) is merchantable; e) is free from any security interest, lien, encumbrance, or claim of title on the part of any third party; f) does not infringe any patent, trademark or copyright; g) will be adequately serviced by Seller in accordance with Seller's published terms or any representation; and h) has been produced, sold, and/or performed in full compliance with applicable federal, state and local laws and regulations.

Seller expressly warrants that all services performed will a) be provided in a professional and workmanlike manner; b) conform to industry standards and all requirements of the PO; and c) be performed by qualified and experienced personnel.

The warranty period shall be 12 months from the date of acceptance by CRL, unless otherwise specified in the PO.

These warranties are in addition to any express or implied warranties provided by law. Warranties shall not be deemed waived by reason of CRL's inspection or acceptance of any goods/services (or component part thereof) or by payment for them. Remedies for breach of warranty include all those provided for under the Uniform Commercial Code, including but not limited to consequential damages. Remedies of CRL also included recovery of reasonable attorney's fees.

9. INDEMNITY/INSURANCE

Seller agrees to indemnify and defend CRL from all losses, liabilities, obligations, damage, penalties, injuries, uses, suits or other third-party claims arising in any way from CRL's purchase, ownership or disposition of any goods/services covered by the PO, the negligent acts or omissions of Seller, or Seller's willful misconduct. This indemnity and agreement to defend includes, but is not limited to, any breach of warranty, product liability, strict tort liability, or any actual or alleged infringement of any patent, copyright, trademark, trade secret, or other intellectual property right of a third party to which CRL is exposed. Any indemnity shall include reasonable attorney's fees incurred by CRL in defending a third-party claim and enforcing its rights against Seller. Seller will maintain sufficient products liability and broad form liability insurance to protect CRL from claims involving personal injury, death, or property damage in connection with goods sold or services performed under the PO.

10. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

General – All intellectual property rights of a Party, including, with respect to CRL, its inventions, know-how, trade secrets, analytical methods, laboratory analyses, computer technical expertise, software, and statistical methodologies it uses in connection with the goods/services, whether developed before, during, or after the PO, together with all

goodwill associated therewith, all improvements, additions, and derivative works, and all other rights in and to all documents and other materials that are delivered under the PO by such Party (collectively, "**Intellectual Property Rights**"), will remain the sole and exclusive property of such Party. Each Party grants the other Party a revocable, non-exclusive, non-transferable, royalty-free license to use its Intellectual Property Rights as necessary in connection with the PO, and each Party represents and warrants that permitted use of its Intellectual Property Rights as envisioned by the PO will not violate the intellectual property rights of any other party.

Works Made for Hire – If the goods/services to be supplied hereunder have been provided or designed in accordance with specifications furnished or originated by CRL, any data, report, know-how, physical or intellectual property or other material prepared or produced in connection therewith (deliverables) shall be "works made for hire" by Seller for CRL, and all title to all rights in and to such deliverables shall vest in CRL. To the extent the deliverables are not works made for hire, Seller hereby assigns any and all rights in such deliverables to CRL. Deliverables shall not be reproduced or disclosed to third parties except with the written consent of CRL. All drawings, photographs, special tooling, data and other written or information supplied in connection therewith shall at all times remain the property of CRL and be returned promptly upon request.

Trademarks – CRL's product and services names, logos, or slogans are trademarks of CRL or CRL affiliates. Seller may not copy, imitate, or use them, in whole or in part, without CRL's prior written approval. In addition, the look and feel of the CRL's websites are the service marks, trademarks, and/or trade dress of CRL and Seller may not copy, imitate, or use it, in whole or in part, without CRL's prior written consent.

11. SHIPPING AND PACKAGING

All shipments must be packaged and shipped in such a way as to prevent damage during transit and handling, and in accordance with CRL's instructions. Failure to follow the instructions provided may result in a rejected shipment and/or late payments due to CRL's receiving and matching requirements.

Shipping Terms – All shipments shall be F.O.B. Destination, freight prepaid, unless otherwise specified in the PO. Seller shall bear all risk of loss or damage until the goods are delivered to and accepted by CRL at the specified destination.

Documentation – All shipments must be accompanied by a packing slip showing the PO number, item numbers, quantities, and a description of the goods.

12. CONFIDENTIALITY

Unless the Parties enter into a different agreement regarding the use and disclosure of Confidential Information, the most current version of the Terms and Conditions for Mutual Confidentiality Agreements available at www.crlcorp.com/contracts will be incorporated by reference into the PO and apply to each Party's use and disclosure of Confidential Information

13. TERMINATION

CRL reserves the right to cancel the PO at any time upon notice by CRL to Seller: (i) prior to shipping of the goods, or (ii) prior to beginning performance for services. CRL reserves the right, with or without notice, to cancel all or part of the PO if Seller breaches any of the Terms and Conditions or if there is any event of default. Any of the following constitute an event of default: a) Seller becomes insolvent in either a balance sheet or equity sense; b) receivership or bankruptcy of Seller; c) death, dissolution or incompetence of Seller; d) failure of Seller to provide adequate assurance of performance within ten (10) days after demand by CRL; or e) CRL in good faith believes that the prospect of Seller's performance under the PO is impaired. Goods returned to Seller will be shipped FOB CRL's place of business, at Seller's risk and cost

14. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of the PO, including without limitation, those related to labor, environmental protection, health and safety, and import/export.

The use of forced, prison or child labor by a supplier is absolutely forbidden. Likewise, the use of labor under any form of indentured servitude is prohibited, as is the use of physical punishment, confinement, threats of violence or other forms of physical, sexual, psychological, or verbal harassment or abuse as a method of discipline or control. Seller will not themselves utilize factories or production facilities that force work to be performed by unpaid or

indentured laborers or those who must otherwise work against their will, nor shall they contract for the production of products for CRL with Subcontractors that utilize such practices or facilities.

15. CHOICE OF LAW AND FORUM

Governing Law – The PO is governed by the laws of the State of Kansas without regard to conflict of laws principles that would require the application of any other law.

Jurisdiction - Without limiting the arbitration provision set forth below, each Party submits to the jurisdiction of the courts of Johnson County, Kansas and the United States District Court for the District of Kansas in any proceeding related to the PO that is not arbitrated, and any claims by Seller against CRL that cannot be arbitrated, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which they are based, may only be brought in such courts.

Arbitration – Any dispute related to the PO will be settled by arbitration only if CRL has given its prior written consent to arbitration. Any such arbitration will be governed by the rules of the American Arbitration Association.

Waiver of Jury Trial – NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING RELATING TO THE PO, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH IT IS BASED.

16. MISCELLANEOUS

Entire Agreement – All references to the PO are inclusive of these Terms and Conditions. The PO constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, including, without limitation, any clickwrap, browsewrap, or other terms presented at the time of software installation or service access. If there is any conflict between these terms and the terms of Seller's forms or website, the PO and these Terms and Conditions shall prevail.

Force Majeure – No liability to either party shall result from delay in performance, nonperformance or non-acceptance of delivery caused by Acts of God, fire, flood, war, government regulations, or other causes beyond the parties' control.

Interpretations – The term “writing” and any derivation thereof includes email. References to prices, values, or monetary amounts refer to United States dollars. Headings are for convenience of reference only and may not be used for interpretation. References to contracts, including the PO, and provisions of law mean such contracts and provisions of law as amended, supplemented, or modified. The term “including” has the inclusive meaning frequently identified with the phrase “including, but not limited to” or “including, without limitation.” Unless the context otherwise clearly indicates, defined terms will have comparable meanings when used in their plural or singular forms.

Notices – Notices under the PO must be in writing. Notice to a Party will be deemed effective when delivered to the notice email address or mailing address for such Party on the PO, or such other email address or mailing address that a Party may prescribe by providing a notice that complies with this section to the other Party. Notices sent by mail must be sent by either certified mail, costs prepaid, or by a nationally recognized carrier, costs prepaid, that provides a record of delivery.

Computing Time Periods – Unless provided otherwise by law, when computing time periods under the PO, the first day of the period will not be counted, and every other day, including Saturdays, Sundays, and Holidays, will be counted. If the last day of the period is a Saturday, Sunday, or Holiday, the period will continue to run until the next day that is not a Saturday, Sunday, or Holiday. The term “Holiday” means a day on which the Federal Reserve Bank for the District of Kansas is closed. All references to time of day will be to United States Central Standard Time.

No Third-Party Beneficiaries – The Parties do not confer any rights or remedies upon any person other than the Parties to the PO and their respective successors and permitted assigns.

Severability – If any provision of the PO is held invalid or unenforceable, the other provisions of the PO will remain in full force and effect. Any provision of the PO held invalid or unenforceable in part will remain in full force and effect to the extent not held invalid or unenforceable.

Survival – Provisions of the PO which expressly or by their nature are intended to survive the expiration or termination of the PO will continue in full force and effect following the expiration or termination of the PO, subject to any limitations stated in the PO.

Opportunity for Counsel – Each Party acknowledges it has had an opportunity to consult with an attorney of its choosing before entering into the PO. Each Party agrees that no rule of construction should be applied to construe any provision of the PO more strictly against any one Party. Except when stated differently in the PO, each Party will be responsible for its own attorneys' fees in connection with the PO and any dispute arising out of or relating to the PO.