

## TERMS AND CONDITIONS OF PURCHASE

- 1) Definitions. "Purchaser" means Becton Dickinson Medical Devices (Shanghai) Co., Ltd., Becton Dickinson Medical Devices Co., Ltd Suzhou, BD Rapid Diagnostics (Suzhou) Co., Ltd., BD Medical Technology (Jiangsu) Co., Ltd, or CareFusion (Shanghai) Commercial & Trading Co., Ltd., Bard Medical Devices (Beijing) Co., Ltd, Bard Healthcare Science (Shanghai) Co., Ltd, Bard Medical R&D (Shanghai) Co., Ltd as identified in this Order and includes the successors and assigns of such entity. "Seller" means and includes any company, firm or person supplying goods and/or services to the Purchaser under this Order.
- 2) Applicability. The Seller offers to supply the goods and/or services as detailed on the face of this Order upon the terms and conditions herein, of which the Seller when making the offer shall be deemed to have read through and accepted the same. Unless otherwise agreement in writing, the terms and conditions herein shall constitute the sole and entire agreement between the parties hereto, to the exclusion of any other standard terms and conditions, such as those which may figure on any Seller documentation sent to Purchaser. Any change, modification, variation or revision set out in any document of the Seller shall not apply unless agreed to and accepted by the Purchaser in writing. In the event of any conflict or inconsistency between the terms on the face of this Order and the terms and conditions set forth herein, the terms on the face of the Order shall as between the parties hereto prevail. "No Purchase order, No Pay" Policy should be strictly adhered to, unless approved exemption is given"
- 3) Delivery, Inspection and Acceptance. Time is of the essence for the delivery. The Seller shall adhere strictly to any time, date and place named for delivery by the Purchaser and shall make good any damage or loss whether arising directly or indirectly out of any delay in delivery. Purchaser reserves the right, without loss of any rights and privileges, to pay invoices for goods shipped in advance of the schedule, on the normal maturity after the date specified for delivery. Goods delivered under this Order in excess of the amount ordered herein (including any contractually authorized tolerances), may at Purchaser's option be either retained, or returned to Seller at Seller's cost and risk. Purchaser shall not be required to inspect the goods immediately on delivery. Whereas signature by Purchaser of the packing slip shall be accepted as proof of delivery, it shall not amount to an acceptance by Purchaser of the goods, or their quality or quantity, contained within that delivery. All goods may be subject to incoming inspection at Purchaser's facility. In addition, Purchaser shall, where necessary apply acceptance tests process to such goods. Upon the aforementioned inspection and/or tests, Purchaser shall either accept or reject the goods. Notwithstanding anything to the contrary herein, Purchaser shall have no obligation to pay for goods which are rejected pursuant to the inspection or tests. Acceptance of goods hereunder shall not be conclusive of compliance with the Requirements (see below), latent defects or fraud, and shall in no way affect or diminish the warranties provided by and obligations of Seller herein. Any rejected supplies returned to the Seller shall be at the Seller's expense and no replacements of such defective supplies shall be made unless specified by the Purchaser.

4) Packing, Risk of Loss or Damage. Unless otherwise specified in this Order, all items to be delivered shall be packed and protected in accordance with industry standards for proper protection during transport and storage. Seller shall provide with each delivery an itemized packing slip bearing the Seller's order number and shall mark each container to show this Order number and Seller's part number. The Seller shall assume all risks of loss or damage to all goods to be supplied hereunder until the delivery as provided herein and all risks of loss or damage to any of the goods or part thereof rejected by the Purchaser or as to which the Purchaser has revoked its acceptance, shall be assumed by the Seller from the time of such rejection or revocation.

5) Pricing, Payment Terms. No extra charges of any nature or kind shall be allowed unless specifically agreed to and accepted by the Purchaser in writing. Unless otherwise mandated by local law or mentioned elsewhere on the face of this Order, the terms of payment are net 100 days after receipt of Seller's valid invoice or after receipt of the goods and/or services, whichever is later. Provided always that the Purchaser shall be entitled to deduct from or set off any liability of the Seller to the Purchaser against any sums arising out of this Order or any other of the Purchaser's orders with the Seller.

6) Assignment, Subcontracting. The Seller shall not assign the benefit or burden of this Order to any other person, firm or company and shall not without the express written consent in writing of the Purchaser sub-contract out any work to be done by the Seller hereunder.

7) Changes. The Purchaser hereby reserves the right to make such changes to drawings, specifications or instructions for work, methods of shipment and packaging, schedules, place of delivery, materials and/ or work covered by this Order and the Seller hereby agrees to comply with such changes which shall be notified to the Seller in writing by the Purchaser. If such changes result in a decrease or increase in the Seller's cost or in the time for performance, such adjustment shall be mutually agreed between the parties in writing. Unless the Seller presents to the Purchaser an itemized statement of claim against the Purchaser within twenty (20) days after receipt of notice of such change, the Seller shall conclusively be deemed to have waived all claims against the Purchaser with respect thereto. The Seller shall not be entitled to make any changes to the specifications of the goods to be delivered under this Order without the Purchaser's written consent.

8) Samples. If samples are requested under this Order, the Seller shall not begin any shipment of goods to Purchaser until the Purchaser has approved the Seller's samples (which shall be subjected to the Purchaser's standard tests) in writing.

9) Warranties.

(a) Warranty on Goods. The Seller warrants to the Purchaser that the goods delivered under this Order: (a) will be of satisfactory quality and will be fit for the purposes held out by the Seller or made known to the Seller by the Purchaser at the time the Order is placed; (b) will be free from defects in design, workmanship and material under normal use and service; (c) will comply with any relevant sample approved by the Purchaser; (d) will conform in all aspects with agreed specifications (where the same exists, it shall be deemed an attachment hereto) and (e) will comply with all statutory requirements and regulations relating to the sale of the goods ("Requirements"). Unless otherwise agreed in writing, this warranty shall in any event apply for a minimum of two

(2) years from the delivery of goods. If any of the goods are not supplied in accordance with this Order, the Purchaser shall be entitled at its discretion to: (a) reject all defective supplies and return the same to the Seller for full reimbursement; (b) reject all defective supplies and require the Seller to replace the goods or correct the defects at the Purchaser's option; or (c) treat this Order as discharged by the Seller's breach and require repayment of any part of the price which has been paid. In the event of any of the foregoing, the Purchaser shall be entitled to reimbursement for all expenses incurred by the Purchaser for transportation, handling, boxing and packing and for materials in connection therewith and those costs and losses resulting from claims by third parties that the goods are defective. If the Seller fails to promptly replace and correct rejected supplies to the Purchaser's satisfaction, the Purchaser may purchase or otherwise replace or correct such supplies and the Seller shall be liable to the Purchaser for any excess costs incurred thereby. The Seller further warrants that the Purchaser, upon delivery of the goods, shall acquire good and clear title to the goods, free and clear of all liens and encumbrances created by the Seller.

(b) **Warranty on Services.** The Seller warrants that it will provide suitably qualified and trained personnel to perform the Services under this Order and that those personnel will carry out the Services in a professional and diligent manner in accordance with all applicable laws.

(c) **Compliance with Laws and Regulations.** Seller warrants that it shall comply with all applicable laws and regulations in the performance of its obligations under this Order including applicable labor, environment, data privacy, cybersecurity and anti-corruption laws, In this regard, the Seller expressly acknowledges and agrees that certain laws of the United States impose penalties on United States persons, firms and entities (including their subsidiaries and affiliates) that participate directly or indirectly in giving or offering to give any payment or other thing of value to (i) any foreign government official (including employees of government-owned corporations), or (ii) a foreign political party or official thereof, or (iii) any candidate for foreign political office (collectively, "government official"). Accordingly, without limiting the generality of this section, Seller hereby represents, warrants and covenants that, in connection with, or in the performance of this Agreement, Seller has not made or promised to make, and will not make or promise to make, any payment (in currency, property or other thing of value) to (i) any government official, or (ii) any third person, firm or entity that in turn will make a payment to any government official. Seller shall indemnify Purchaser for any expense, cost, loss, fines, penalties, or liability (including reasonable attorney's fees) incurred by Purchaser as a direct or indirect result of Seller's failure to adhere strictly to the terms of this section.

(d) **Business Practices.** Seller acknowledges that is has received and reviewed the Purchaser's Code of Conduct and Expectations for Suppliers (<https://www.bd.com/en-ga/about-bd/policies/expectations-for-suppliers-page>) and agrees that it will, in the performance of this Order, comply with the provisions, requirements and policy statements set out in such documents. The Purchaser's Code of Conduct and Expectation for Suppliers shall form an integral part of this Order.

10) **Inspection.** The Seller shall maintain an inspection system satisfactory to the Purchaser covering all manufacturing, equipment, materials and supplies, all of which shall be subject to inspection, testing and audit by the Purchaser at all reasonable times and places before or after

manufacture, to verify processes compliance with standards and quality of goods in manufacture. No such inspection shall be deemed an acceptance of goods or relieve Seller of its obligations to supply goods in accordance with the Requirement. Should Purchaser determine that the assessed quality, compliance and/or processes do not meet applicable standards, Purchaser will provide written notice thereof to Seller, who shall promptly take all necessary corrective measures. Any failure by Seller to meet such standards shall be deemed a material breach of this Order.

11) Confidentiality. The Seller shall protect and keep confidential trade secrets and other confidential data ("Information") which may be revealed or disclosed to the Seller whether identified in writing by the Purchaser as being confidential or otherwise and the Seller shall protect the same against disclosure to any person(s) without the Purchaser's express written consent and the Seller shall use its best endeavors to prevent the unauthorized publication or disclosure of the same. Further the Seller shall not use, directly or indirectly, any such confidential information or trade secrets for its own benefit or for the benefit of any other firm or company. The Seller agrees to return or destroy all Information or otherwise dispose of the same when requested by the Purchaser. Any destruction of Information at the Purchaser's request will be confirmed in writing by the Seller to the Purchaser. The Seller shall further keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by the Purchaser and shall use such information only in the production of the goods under this Order or other orders from the Purchaser and not for any other purposes without the Purchaser's express written consent. Upon the completion or termination of this Order, the Seller shall immediately deliver up to the Purchaser all equipment, tools, gauges, patterns, designs, drawing, engineering data, technical or information, documents, specifications, papers and property belonging to the Purchaser which shall be in the Seller's possession or in the Seller's control. The Seller shall not without first obtaining the Purchaser's express written consent reveal or disseminate the fact that the Seller has supplied or has contracted to supply to the Purchaser the goods contracted herein, nor except as is necessary for the performance of this Order, shall the Seller disclose any of the details connected with this Order to any person(s).

12) Intellectual Property Rights, Indemnity for Infringement. The Seller agrees to assign and does hereby assign to the Purchaser the entire rights, title and interest for the entire world, in and to all designs, models, drawings, photographs, design inventions, processes and other inventions made or conceived by the Seller in the course of the performance of this Order. The Seller shall promptly disclose to the Purchaser all designs, models, photographs, drawings, design inventions, processes and other inventions made or conceived by the Seller in the course of the performance of this Order. The Seller undertakes to execute and do and procure all necessary persons if any, to sign, execute, acknowledge, cause to be signed, executed, acknowledged, and do all such further deeds, assurances, acts and things, without cost, as may be reasonably required, useful or convenient for the purpose of securing to the Purchaser or its nominees, patent, trademark, copyright or other proprietary protection through the world upon all such designs, models, drawings, photographs, designs, inventions, processes and other inventions title to which the Purchaser shall have acquired in accordance with the provisions of this Order. The Seller, irrevocably undertakes to indemnify the Purchaser and/or its customers and users of its products against all damages, penalties, costs and expenses to which the Purchaser may become liable on

account of any infringement or alleged infringement of any patents, copyrights or intellectual property rights, in the manufacture, use, sale or disposition of any goods contracted to be supplied hereunder.

13) Other Property Rights. If the quoted price of the goods is stated to include special dies, molds, tools, and patterns used in the manufacture of such goods, then the same shall be and becomes the property of the Purchaser. Such property found in the Seller's custody or control shall be maintained in good condition and shall be held at the Seller's risk. No dies, molds, tools, patterns or drawings supplied to the Seller by or otherwise belonging to the Purchaser shall be used in the production, manufacture or design of any goods other than those specified in this Order, except with the express written consent of the Purchaser nor shall the same be furnished or quoted to any other person(s). Such property shall be removed at the Purchaser's written demand in which event the Seller shall immediately re-deliver the same to the Purchaser in the same condition as originally received by the Seller, reasonable wear and tear excepted.

14) Invalidity, Remedies, Waiver. If any one or more of the terms and conditions herein shall be deemed invalid, unlawful or unenforceable in any respect the validity, legality, and enforceability of the remaining terms and conditions shall not in any way be affected or impaired. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or in equity. No waiver of any breach of any term herein shall constitute a waiver of any other breach of such term.

15) Force Majeure. In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, either party shall be relieved of all liabilities incurred under this Order wherever and to the extent to which the fulfilment of such obligations prevented, frustrated or impeded as a consequence of any such events or by any statute, rules, regulations, orders or requisitions, issued by any government departments, councils or duly constituted authorities or any other causes (whether of a like nature) beyond the party's control. Provided that, it becoming reasonably apparent that the delivery of the goods or services will be or has been delayed, the Seller shall forthwith give written notice of the cause of the delay to the Purchaser and if in the opinion of the Purchaser, the completion of the delivery of the goods or services is likely to be or has been delayed by acts of Gods, public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather or events of force majeure generally, then the Purchaser shall, upon the Seller's request in writing for an extension of time for completion of the delivery of the goods, at its sole discretion grant to the Seller the said extension. Provided always that the Seller shall constantly use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Purchaser, to complete delivery of the goods or services. The Purchaser reserves it right to cancel this Order without any liability in the event that such delay in the delivery of the goods or services pursuant to this section exceeds a period of 3 months from the date of expected delivery stated on the face of this Order.

16) Seller's Indemnity. The Seller shall indemnify and hold the Purchaser harmless against all expenses, claims, damages, demands or liabilities arising out of the Seller's breach of any term of this Order. In furtherance to the foregoing indemnity and not in limitation thereof, the Seller agrees that: (a) the Purchaser shall be entitled to all incidental damages resulting from a breach by the

Seller, including, but not limited to, all expenses reasonably incurred in inspection, receipt, transportation, care and custody of goods rightfully rejected, any commercially reasonable charges, expenses or commissions incurred in effecting any insurance cover and other reasonable expenses incident to a delay or breach by the Seller; and (b) the Purchaser shall also be entitled to consequential damages resulting from a breach by the Seller for any loss resulting from general or particular requirements and needs of the Purchaser of which the Seller is aware at the time of accepting and performing this Order, and which cannot reasonably be prevented by insurance cover or otherwise, and damages sustained by the Purchaser from any injury to person or property proximately resulting from any breach of warranty by the Seller.

17) Cancellation Rights. In addition to other rights hereunder, the Purchaser shall have the right to forthwith cancel this Order or any part thereof by written notice of such cancellation being posted by the Purchaser to the Seller's last known address if the Seller breaches any of the terms herein or if any distress or execution shall be levied upon the Seller, its property or assets or the Seller makes any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Seller shall be a limited company, and any resolution or petition to wind up the Seller's business shall be passed or presented (other than for the purpose of a reconstruction or amalgamation) or if a receiver of the Seller's undertaking property or assets or any part thereof shall be appointed, without prejudice to any claim or right the Purchaser might otherwise make or exercise. Purchaser further reserves the right to terminate this Order in whole or in part for convenience, in which case Seller shall be entitled to claim reimbursement for Seller's actual direct costs incurred up to effective termination, but shall in no event exceed the canceled commitment value of this Order.

18) Governing Law, Arbitration. These terms and conditions and the Order shall be governed by the laws of the People's Republic of China, without reference to choice or conflict of law principles, otherwise applicable. All disputes arising from, or in connection with this Order, shall be settled through friendly discussion between the parties. In case no agreement is reached, the disputes shall be submitted to Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration in Shanghai. The arbitration shall be conducted in accordance with the then effective arbitration rules of SHIAC. The arbitration award shall be final and binding upon both parties.

19) Records, Audit. Unless otherwise agreed in writing, Seller shall maintain and store records for a minimum of seven (7) years from the date of delivery of the relevant goods and/or services. Records includes production documentation, test records and goods receipt documents where traceability is required and such other records as Purchaser may indicate to Seller from time to time. Purchaser may, on reasonable notice to Seller, audit Seller's books, ledgers, supporting records/documentation and related procedures and controls, relating to any charges paid by Purchaser in connection with this Order.

20) Insurance. Unless otherwise agreed in writing, Seller shall maintain commercial general liability insurance and product liability insurance with a minimum limit of two million USD (USD2, 000,000) per occurrence respectively for at least 5 years from the date of delivery of the

goods. Seller shall provide Purchaser with a certificate of insurance evidencing such insurance upon Purchaser's request.

21) CONDITION APPLICABLE TO INTERNATIONAL SALE AND PURCHASE ONLY. Save insofar as is provided herein, the INTERNATIONAL RULES FOR THE INTERPRETATION OF TRADE TERMS known as INCOTERMS 2020 as amended from time to time, shall apply hereto.

22) Terms of payment: Unless otherwise mandated by local law or mentioned elsewhere on the face or purchase order, the terms of payment are net 100 days after receipt of Seller's valid invoice or after receipt of the products or services, whichever is later.

23) Right to audit: Purchaser may, on reasonable notice to Seller, audit Seller's books, ledgers, supporting records/documentation and related procedures and controls, relating to any charges paid by Purchaser in connection with this purchase.

24) Seller Warrants

- a) Compliance with expectations laid out in BD Supplier Guide (BD Expectations for suppliers)
- b) Compliance with local labor, environment and anti-corruption laws
- c) Laws and regulations regarding data privacy and data protection
- d) Its execution of this Agreement will not result in a breach of any other agreements or contracts to which Seller is a party