



STANDARD TERMS AND CONDITIONS OF SALE

1. **OFFER AND ACCEPTANCE.** RDAbbott Canada, Ltd. (“RDAbbott”) offers to sell and deliver products (“Goods”) to the buyer of such Goods (“Buyer”) in accordance with the terms and conditions set forth herein (these “Terms”). Acceptance of this offer is expressly limited to these Terms and are deemed incorporated into any sales order confirmation to which they are attached or with which they are provided (including, without limitation, through incorporation by reference through RDAbbott’s website). RDAbbott hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer’s purchase order, unless RDAbbott expressly agrees to such terms in writing. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. ANY ADDITION, CHANGE, OR DELETION BY BUYER TO THESE TERMS IN ANY PURCHASE ORDER OR OTHERWISE SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY REJECTED BY RDABBOTT.
2. **LIMITED WARRANTY.** RDAbbott warrants only that from the date of manufacture to less than or equal to the date of expiration of the Goods that such Goods will materially conform to RDAbbott’s published specifications for the Goods in effect at the time of shipment. RDABBOTT MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER MATTER CONCERNING THE GOODS. Buyer is solely responsible for determining the suitability of the Goods purchased for the use contemplated by Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under these Terms.
3. **EXCLUSIVE REMEDY.** Buyer’s exclusive remedy and RDAbbott’s sole responsibility for any claim or cause of action arising under these Terms is expressly limited to either replacement or refund of the purchase price of all Goods shown to be other than as expressly warranted as set forth in these Terms. Any refund or replacement is expressly conditioned on Buyer giving RDAbbott notice no less than 30 days prior to the expiration of the shelf life that the Goods are other than as warranted.
4. **LIMITATIONS AND DAMAGES DISCLAIMER**
 - 4.1 General Limitations. IN NO EVENT SHALL RDABBOTT BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OR THE USE OF THE GOODS PROVIDED HEREUNDER, REGARDLESS OF WHETHER RDABBOTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA OR BUSINESS INTERRUPTION.

NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST RDABBOTT MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.
 - 4.2 Specific Limitations. IN NO EVENT SHALL RDABBOTT’S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR ANY USE OF ANY GOOD PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO RDABBOTT FOR THE PARTICULAR GOODS SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN

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ONE CLAIM AGAINST THE PARTICULAR GOODS SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

4.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

5. PRICE AND PAYMENT TERMS

5.1 Any applicable taxes or government charges including import duties and any other expenses incurred, licenses or clearances required, may, at RDAbbott's option, be added to RDAbbott's price in effect at the time of shipment. RDAbbott may also separately invoice shipping costs to Buyer. Terms of sale are Net 30 (unless otherwise specified) from the earlier of the date of delivery of the Goods or date of RDAbbott's invoice, unless expressly stipulated otherwise in writing. Buyer shall make all payments hereunder by check or wire transfer of immediately available funds and in US dollars. If payment is not received within the due date, RDAbbott may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The payment due date is the date RDAbbott expects to RECEIVE payment. In the event of any breach or default by Buyer on the terms and conditions of sale set forth herein, RDAbbott may employ any company, corporation, agency or attorney to collect any and all amounts owing from Buyer to RDAbbott, including but not limited to purchase price, service charges, delivery charges and taxes; and Buyer shall pay to RDAbbott all costs, expenses and fees, including reasonable attorneys' fees, incurred by RDAbbott in the enforcement of the said terms and conditions of sale. In addition to all other remedies available under these Terms or at law (which RDAbbott does not waive by the exercise of any rights hereunder), RDAbbott shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with RDAbbott, whether relating to RDAbbott breach, bankruptcy or otherwise.

5.2 Unless covered under a separate signed agreement:

- A. Product pricing (provided on quotations or order confirmations) is valid for 30 days and is determined by the ship date to the Buyer.
- B. Confirmed Buyer purchase orders are subject to price changes.
- C. When possible, RDAbbott will provide 30-day notification of price changes.

6. **DELIVERY; ACCEPTANCE.** The time of delivery shall be the time when the Goods are placed into the possession of the designated carrier for delivery to Buyer. Delivery dates are not guaranteed and delinquency in delivery will not constitute grounds for charge back, set off, or other damages or claims of damage against RDAbbott unless specified delivery dates are requested by Buyer and expressly agreed to in writing by RDAbbott. Methods and routes of shipment shall be selected by Seller but Seller shall not assume any liability in connection with shipment or constitute any carrier as RDAbbott agent. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to RDAbbott's notice that the Goods have been delivered, or if delivery is unsuccessful because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have

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been delivered; and (iii) RDAbbott, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Buyer shall be responsible for initiating any proof of delivery request and/or making all claims with carriers, insurers, warehousemen and others for missed delivery, loss, damage, or delay. Any liability of RDAbbott for non-delivery of Goods shall be limited to replacing such Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies RDAbbott in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by RDAbbott. No Goods, whether claimed to be defective or nonconforming, shall be returned to RDAbbott, without RDAbbott's express written authorization for such return. If Buyer timely notifies RDAbbott of any nonconforming Goods, RDAbbott shall, in its sole discretion, after making a determination that Buyer may return such Goods, either (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the nonconforming Goods to RDAbbott's origin of shipment at RDAbbott's cost but with risk of loss passing to RDAbbott only upon delivery to RDAbbott's original point of shipment. If RDAbbott exercises its option to replace nonconforming Goods, RDAbbott shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, the replaced Goods, in accordance with the freight terms set forth in Section 7 of these Terms, but with shipping costs paid by RDAbbott. Buyer acknowledges and agrees that the remedies set forth in this Section 6 are Buyer's exclusive remedies for the delivery of nonconforming Goods. Except as provided under this Section 6, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under these Terms to RDAbbott.

7. **FREIGHT TERMS AND TRANSFER OF TITLE; SECURITY.** The freight term on the front of the Order Acknowledgement attached to these Terms shall control. If no freight term is specified, then the Goods will be shipped (Incoterms 2020) EXW from (i) RDAbbott (if Goods are in stock) or (ii) the manufacturer of the Goods (represented by RDAbbott). Title to the Goods and risk of loss or destruction or damage to the Goods transfers to Buyer upon delivery of the Goods to the carrier. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to RDAbbott a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.
8. **WEIGHT TOLERANCES.** Manufacturer's weight tolerances supersede any and all other weight tolerance requirements.
9. **CONTINGENCIES.** RDAbbott shall incur no liability for any non-performance or delay in performance or other failure to meet any obligation to the Buyer caused by or due to a force majeure event or other circumstances beyond its reasonable control including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God or in the inability to obtain, on terms judged reasonable by RDAbbott, raw materials (including energy source) used in connection with the Goods. If RDAbbott discontinues the sale of any Good(s) for the application(s),

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market(s) or industries served by Buyer, then RDAbbott may upon 60 days prior written notice cancel any order, including those previously accepted, for such discontinued Good(s) with no penalty, liability or further obligation to Buyer.

10. **ENTIRE AGREEMENT AND APPLICABILITY OF TERMS.** This document and the sales specifications represent the entire agreement between RDAbbott and Buyer with respect to the sale of the Goods. No additional or different terms in Buyer's order or any other document shall create any additional Buyer rights or RDAbbott obligations. RDAbbott will consider requests by Buyer to modify or cancel any order and will confirm if accepted. RDAbbott's waiver of a breach by Buyer of any provision of these Terms shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.
11. **APPLICABLE LAW AND COMMENCEMENT OF SUIT.** These Terms shall be governed by and construed in accordance with the laws of the State of California without reference to the principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any dispute shall be litigated exclusively in California in the judicial district (state or federal) nearest to RDAbbott's headquarters and must be commenced within one (1) year after the cause of action has accrued.
12. **EXPORT CONTROL.** Buyer agrees to adhere to applicable export control laws and regulations and will not export, re-export, resell, or transfer the Goods except in accordance with such laws and regulations. Buyer confirms that, unless otherwise authorized under applicable export control regulations, Buyer will not use or transfer the Goods for use in the development, production, operation, or maintenance of nuclear applications or facilities, chemical or biological weapons or rocket systems or unmanned air vehicle applications.
13. **NON-WAIVER OF DEFAULT.** In the event of any default by Buyer, RDAbbott may decline to make further shipments. If RDAbbott elects to continue to make shipments, RDAbbott's action shall not constitute a waiver of any such default or affect RDAbbott's legal remedies for any such default.
14. **BLANKET ORDERS.** Blanket orders shall serve as a forecast from Buyer to RDAbbott and do not guarantee price or product availability.
15. **AMENDMENT AND MODIFICATION.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each of Buyer and RDAbbott.
16. **SEVERABILITY.** If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
17. **SURVIVAL.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Limitations and Damages Disclaimer, Export Control, Applicable Law and Commencement of Suit, and Survival.
18. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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