

General Terms & Conditions of Supply:
Terms & Conditions of Sale for SCIEX India
Private Limited's Products and Services

This document sets forth the Terms & Conditions for Sale of goods manufactured and/or supplied, and services provided, by SCIEX India Private Limited (hereinafter referred to as "SCIEX India") and sold to the original purchaser thereof ("Buyer"). Notwithstanding anything to the contrary stated in any other document whether executed prior hereto or even hereafter, the parties agree that these Terms & Conditions of Sale establish the rights, obligations, and remedies of SCIEX India and Buyer in relation to this offer and any resulting order or contract for the sale of SCIEX India's goods and/or services ("the Products")

1. APPLICABLE TERMS & CONDITIONS:

- a. These Terms & Conditions of Sale are contained directly and/or by reference in SCIEX India's quotation, offer, order acknowledgment, invoice or other documents issued by SCIEX INDIA.
- b. The first of the following acts constitutes an acceptance by Buyer of SCIEX India's offer and not a counteroffer and creates a contract of sale between SCIEX India and Buyer in accordance with these Terms & Conditions:
 - i. Buyer's issuance of a purchase order document against SCIEX India's quotation / offer;
 - ii. acknowledgement of Buyer's order by SCIEX India; or
 - iii. commencement of any performance by SCIEX India pursuant to Buyer's order.
- c. Provisions contained in Buyer's purchase documents (including emails exchanges, letters or electronic commerce interfaces) that materially alter, modify, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract between the parties, and are non-binding on SCIEX India.

2. CANCELLATION:

- a. Buyer may cancel the orders placed any time prior to the Order Acceptance being issued by SCIEX India. In case, however, the Buyer cancels the order after the acceptance of the order by SCIEX India 25% of the amount paid by the Buyer shall be forfeited by SCIEX India and the balance amount shall be refunded to the Buyer without any interest within 90 days of the date of cancellation.
- b. SCIEX India may cancel all or part of any order prior to delivery without liability:
 - (i) in case Buyer fails to make payment of the Invoice within 30 DAYS (or any other period set out in the Order Acknowledgement issued by SCIEX India) AND/OR
 - (ii) if the order includes any Products that SCIEX India determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

- a. The Product(s) comprise (a) General Cargo (Main Consignment) and (b) Dangerous Goods (Chemicals). The Main Consignment and Chemicals comprising the Product(s) shall be shipped and handled separately in accordance with the conditions/requirements mandated by the Customs/concerned Airlines.
- b. Delivery will be made on Ex-Works basis unless otherwise agreed in the order acknowledgement by SCIEX India. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.
- c. Legal title and risk of loss or damage pass to Buyer upon the goods being made available at SCIEX India's premises to the carrier of Buyer.
- d. Cost of transportation and insurance shall be solely borne by Buyer.
- e. SCIEX India will use commercially reasonable efforts to deliver the Products ordered herein within the time specified by SCIEX India on the face of this document, or, if no time is specified, within SCIEX India's normal lead-time necessary for SCIEX India to deliver the Products sold hereunder.
- f. In the event of a threatened or anticipated delay in delivery, SCIEX India may promptly inform the Buyer thereof and SCIEX India and the Buyer shall consult on the most practical manner to remedy any adverse consequences thereof.
- g. The delivery of the Products can be suspended by SCIEX India as long as the Buyer has

not yet fulfilled any of its obligation as contemplated herein.

- h. Upon prior agreement with Buyer and for an additional charge, SCIEX India will deliver the Products on an expedited basis.
- i. The Buyer is obliged to take possession of the Products on the confirmed delivery date and time. Should the Buyer for any reason, not take possession of the Products at the time of delivery: (i) the Products shall be deemed to have been delivered; (ii) the risk in the Products shall pass to the Buyer; and (iii) SCIEX India is entitled to store the Products at the sole expense and risk of the Buyer. Such protective measure does not suspend the payment obligation of the Buyer.

In case for any reason the Buyer realizes that the Buyer is not able to take delivery of the Products on the agreed date or at the place mentioned in the order acknowledgement, the Buyer shall notify SCIEX India at least 14 days prior to the agreed date of delivery, the particulars of the altered date on, or the altered place at, which the Buyer desires delivery of the Products, and SCIEX India shall, on payment by the Buyer of additional freight charges, as applicable, arrange to deliver the Products to the Buyer on such altered date or such altered place as the case may be.

4. INSPECTION AND CLAIMS REGARDING PRODUCTS:

- a. Buyer shall, upon receipt of the Products at the Buyer's premises, promptly inform SCIEX India about the receipt of the Products. SCIEX India shall promptly thereafter arrange for inspection of the Products delivered for any damage, short delivery, minor defects etc. All such inspection shall be completed within five (5) days of receipt of delivery of Products at the Buyer's premises. Buyer is aware that the timeline as set out in this condition is of the essence to be able to claim and honor the insurance requirements and/or warranty and shall accordingly promptly inform SCIEX India upon receipt of the Products by the Buyer.
- b. Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after the receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify SCIEX India of such non-conformance in writing within the 5 days from the delivery / deemed delivery of the Products to Buyer.
- c. Any claim for any damage/shortage/expiry or any other issues regarding the Products will be considered by SCIEX INDIA if raised by Buyer within 5 working days of delivery / deemed delivery of the Products to Buyer. SCIEX India will not be responsible if the claim is raised by Buyer beyond 5 working days of delivery / deemed delivery of the Products to Buyer.
- d. SCIEX India will have a reasonable opportunity to contest any such claim, and if such claim is found correct, to repair or replace the non-conforming Product at its option.
- e. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such non-conformance in the event such a written notification is not received by SCIEX India within five (5) working days of delivery/deemed delivery.

5. PRICES & ORDER SIZES:

- a. All prices are in currency mentioned in the quotation and are based on payment mechanism as stated herein.
- b. Unless mentioned otherwise, prices do not include any charges for services such as insurance, brokerage fees, sales, use, inventory or excise taxes; import or export duties; special financing fees; GST (Goods and Services Tax), income or royalty taxes imposed outside the U.S., consular fees, special permits or licenses, or other charges imposed upon the production, sale, distribution, or delivery of the Products. Buyer will either pay any and all such charges or provide SCIEX India with acceptable exemption certificates, which obligation survives performance under this Contract. In case the Buyer, as a result of Buyer's particular circumstances, desires/wishes to avail of any customs benefit, the responsibility of getting the consignment cleared from the Customs after complying with all the formalities shall lie on the Buyer. The Buyer shall, accordingly, inform SCIEX India in this regard while placing the Purchase Order.
- c. SCIEX India reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- d. The Buyer acknowledges that the Seller shall have the right to revise the price quoted herein if the Buyer fails to take delivery of the Products within 90 (Ninety) days from the date of the Quotation.
- e. Notwithstanding the above, the Buyer further acknowledges that if there is a Indian Rupee

(INR) depreciation of 3% (three percent) or above between the date of this Quotation as compared to the US Dollar (USD) exchange rate prevailing on the date of the delivery of the Product(s), SCIEX India shall have the right to revise the Price mentioned in the Quotation and upon such revision SCIEX India shall be paid the increase amount in local currency accordingly. The USD to INR exchange rate as on the date of the Quotation will be considered as the exchange rate notified by the RBI Reference Rate as the exchange rate for that particular day ('SPOT rate').

Notwithstanding the above, if due to any material changes in applicable laws, rules or regulations, or significant foreign exchange fluctuation, if the fulfilment of the Purchase Order becomes commercially unviable for SCIEX India, then SCIEX India shall inform the same in writing to the Buyer and it is hereby agreed that the price payable for the Product(s) in the Purchase Order shall be re-negotiated with SCIEX India. If the Buyer and SCIEX India are unable to arrive at a mutually agreeable revised price, then SCIEX India has the option to cancel any Purchase Order placed on it without any liability to both the parties.

6. PAYMENTS:

- a. All payments must be made in currency mentioned in the Quotation.
- b. Invoices for all orders supplied from India are due and payable in advance upon the receipt by the Buyer of the Proforma Invoice / Order Acknowledgement issued by SCIEX India.
- c. In certain cases, SCIEX India may grant credit period and may permit payment of the Invoice within 30 DAYS (or any other period set out in Order Acknowledgement issued by SCIEX India) calculated from date of the invoice without regard to delays for inspection or transportation. Such payments to be made to SCIEX India at the address mentioned in the relevant documents issued by SCIEX India or by wire transfer to the account stated on the face of SCIEX India's invoice. In case Buyer fails to make payment of the Invoice within 30 DAYS (or any other period set out in the Order Acknowledgement issued by SCIEX India), SCIEX India shall have the right to terminate the order placed by the Buyer, without any liability to SCIEX India.
- d. In case of (partial) non-payment of an invoice on the due date, the Buyer is liable to pay interest at 01% (one percent) per month. or such other higher rate as may be mentioned in the invoice or provisions of applicable laws. This applicable penal interest rate as per either of the aforesaid documents shall apply to all payments which are overdue from the Buyer to SCIEX India. In addition, Buyer shall also indemnify SCIEX India for any penalty or loss caused to SCIEX India on account of such late payment/ non-payment. SCIEX India shall also have a right to claim compensation for all consequential loss incurred by SCIEX India. Buyer shall pay to SCIEX India all costs incurred by SCIEX India in recovering the amount due from the Buyer. In case of (partial) non-payment of an invoice on the due date SCIEX India reserves the right to suspend the execution of all pending purchase orders, without giving prior notice or paying any compensation to the Buyer.

7. LIMITED WARRANTY:

- a. SCIEX India warrants that the Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Products purchased, which for most SCIEX India's Products is for a period of twelve (12) months from the date of installation or three (3) months from the date of delivery of the Products, whichever is earlier. To avail of the full warranty as provided herein, it is incumbent upon the Buyer to keep its premises ready for installation of the Product-the site readiness shall in no case exceed 90 days from the date of delivery of the Product(s) at the Buyer's premises. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as SCIEX India is willing to provide such replacement, credit or refund.
- b. Spare parts covered under warranty and required to be replaced during the period of warranty and/or the CMC (Comprehensive Maintenance Contract) period shall be replaced

at no additional cost to the Buyer.

- c. Certain consumables are not covered under warranty. A list of such consumables can be found on <https://www.sciex.com/legal-pages/services-consumables>. In the event the Buyer desires to purchase the consumables or any such consumables are required for the smooth functioning of the Products, the Buyer undertakes to make the payment in advance for any such consumables which are not covered under warranty.

8. INSTALLATION

- a. Subject to all compliances by the Buyer, including keeping the premises ready for installation of the Products, SCIEX India undertakes to install the Products at the Buyer's premises at no additional cost to the Buyer. The installation work shall be done by SCIEX India's qualified engineers duly trained in this regard.
- b. To be able to install the Product(s) at the Buyer's premises, it is incumbent upon the Buyer to keep its premises ready for installation of the Product. The specific site preparation guide and readiness requirements shall be communicated to the Buyer by SCIEX India after receipt from the Buyer of the Purchase Order. SCIEX India shall depute its engineers only after receipt of the confirmation of the Buyer that the site is ready for installation of the Products.
- c. The process of installation of the Product usually takes approximately three (3) days from the date of commencement of installation provided the Buyer affords complete access to its premises without any interruption. SCIEX India shall install the Product(s) at the Buyer's premises in accordance with the installation requirements.

9. TRADEMARKS AND OTHER LABELS:

- a. Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

10. SOFTWARE:

- a. All licenses to SCIEX India's separately-provided software Products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, SCIEX India grants Buyer only a personal, non-exclusive license to access and use the software provided by SCIEX India with the Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open-source software, which Buyer may use under the terms and conditions of the specific license under which the open-source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

11. DATA COLLECTION:

- a. In connection with Buyer's use of the Products, SCIEX India may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants SCIEX India a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SCIEX India and its affiliates.

12. NON-DISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION:

- a. Proprietary Information means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which SCIEX India considers proprietary or Proprietary, including but not limited to SCIEX India's service and maintenance manuals.
- b. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SCIEX India and will not transfer or disclose it without SCIEX India's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without SCIEX India's prior

written consent.

- c. All such Proprietary Information remains the sole property of SCIEX India.
- d. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of SCIEX India, except for the limited use licenses implied by law.

13. CHANGES AND ADDITIONAL CHARGES:

- a. SCIEX India reserves the right to make design changes or improvements to any products of the same general class as the Products being delivered hereunder without liability or obligation to incorporate such changes, or improvements to the Products ordered by Buyer unless agreed upon in writing before the Products' delivery date.
- b. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (i) equipment alterations not authorized in writing by SCIEX India; (ii) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with SCIEX India's operating manuals; (iii) the use of parts or accessories not provided by SCIEX India; (iv) damage resulting from acts of war, terrorism or nature or circumstances beyond the control of SCIEX India; (v) services outside standard business hours; or (vi) site pre-work not complete as per proposal; or (vii) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

- a. In connection with any Services provided by SCIEX India, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where SCIEX India's employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide SCIEX India's employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies.
- b. If the instrument to be serviced is in a "Confined Space" as defined under the OSHA (Occupational Safety and Health Administration) regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. SCIEX India's service technicians will not work in Confined Spaces. In the event that a Buyer requires SCIEX India's employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay SCIEX India the standard hourly rate and expense reimbursement for such training attended. The attendance at, or completion of, such training does not create or expand any warranty or obligation of SCIEX India and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE

- a. Buyer will not use any Products for any purpose other than those identified in SCIEX India's catalogs and literature as intended uses. Unless SCIEX India has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance (or similar clearances under the Indian Laws) unless, and only to the extent, the Product has such clearance. Any warranty granted by SCIEX India is void if any Products covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

- a. Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. SCIEX India represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations.
- b. Buyer will comply with all laws and regulations applicable to the installation or use of

all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder.

- c. Buyer will not sell, transfer, export or re-export any SCIEX India Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use SCIEX India Products or technology in any facility which engages in activities relating to such weapons.
- d. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), UK Anti Bribery Act, Anti-Corruption laws in India, all laws to be considered as amended from time to time. To ensure compliance with anti-corruption laws, Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for SCIEX India, or which otherwise constitutes or has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. SCIEX India asks Buyer to Speak Up if aware of any violation of law, regulation or SCIEX India's Standards of Conduct (SOC) in relation to this Contract. See <http://danaher.com/integrity-andcompliance> and www.danaherintegrity.com for a copy of the SOC and for access to SCIEX India's Helpline portal.

17. LEGAL COMPLIANCES AND ASSURANCES BY THE BUYER

- a. The Buyer confirms that it has registered itself under provisions relating to the Goods and Services Tax (GST) and shall comply with all the obligations as mentioned under GST and the rules, regulations and notification enacted thereunder.
- b. The details as provided by the Buyer to SCIEX India, as required by SCIEX India to file all tax and financial returns and documents, are true and correct.
- c. The Buyer shall provide such support as may be required by SCIEX India to comply with its obligations under GST.
- d. The Buyer shall be fully and solely liable for all non-compliances with applicable laws, including GST Laws and any other applicable laws in India.

18. FORCE MAJEURE:

- a. SCIEX India is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, epidemic / pandemic related restrictions, labor strikes or lockouts, riots, strife, insurrections, civil disobedience or acts of criminals or terrorists, war, any rules, regulations, laws, ordinances, guidelines etc. passed by the Government authorities, material shortages or delays in deliveries to SCIEX India by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SCIEX India may, at its option, terminate this Contract without penalty and without being deemed to be in default or in breach thereof.

19. NON-ASSIGNMENT:

- a. Buyer will not transfer or assign this Contract or any rights or interests hereunder without SCIEX India's prior written consent.

20. WAIVER

- a. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms

or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

21. LIMITATION OF LIABILITY:

- a. SCIEX India shall not be liable to Buyer under any circumstances for any special, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damage incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise).
- b. The total liability of the SCIEX India arising out of the performance or non-performance hereunder or SCIEX India's obligations in connection with the design, manufacture, sale, delivery, and/or use of the Products will in no circumstance exceed in the aggregate a sum equal to the amount actually paid to SCIEX India for the Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION:

- a. The construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of India, without regard to its principles or laws regarding conflicts of laws. The Parties agree to the jurisdiction of the courts at Bengaluru.
- b. The Parties categorically agree that any dispute relating to this Contract which is not resolved by the parties by mutual discussions, shall be adjudicated by way of arbitration to be conducted by a sole Arbitrator to be appointed by SCIEX India under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The arbitration proceedings will be held in Bengaluru. The Language of arbitration shall be English. The award passed by the Arbitrator shall be final and binding on the parties.

23. ENTIRE AGREEMENT & MODIFICATION:

- a. These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon SCIEX India unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SCIEX India. SCIEX India rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether such terms or conditions materially alter the Terms & Conditions herein and irrespective of SCIEX India's acceptance of Buyer's order for the described goods and services.

24. INVALIDITY, ILLEGALITY AND UNENFORCEABILITY OF ANY PROVISION

- a. In the event that any one or more of the provisions of these Terms & Conditions, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other Terms & Conditions, but shall be construed as if such invalid, illegal or unenforceable provisions of the Terms & Conditions had never been contained herein.

25. SHELF-LIFE POLICY:

- a. In respect of perishable goods, including consumable and reagents, we (SCIEX India) would guarantee our customer shelf life as below at the time of shipment from our premises:
- b. With a total shelf life of 10 months or less, SCIEX India guarantees 25% of the total shelf life (Eg.6 months' total shelf life, SCIEX India guarantees 1.5 months);
- c. With a total shelf life of more than 10 months, SCIEX India guarantees 3 months of total shelf life. (Eg.12 months' total shelf life, SCIEX India guarantees 3 months).