

Purchase Order Terms and Conditions

1. "Abbott" means Abbott Laboratories Limited or any of its specified affiliated companies. Abbott reserves the right to extend the terms of this Purchase Order to any of its affiliated companies. Terms and conditions contained in any Abbott purchase form used in conjunction with this Purchase Order are incorporated herein by express reference.
2. Title and risk to the goods or work/services contracted herein shall be deemed to have passed to Abbott upon unconditional receipt or acceptance of the same by the delivery. Abbott may reject defective or non-conforming goods and shall have no obligation to pay for such goods. Abbott shall inform the Vendor of any such discrepancy. All purchases are subject to inspection and rejection notwithstanding prior payment. Rejected goods will be held for Vendor's instructions at Vendor's cost and risk. Rejected goods may be returned at Vendor's expense for transportation both ways and all related labor and packing costs. No goods returned as defective shall be replaced without the written permission of an authorized representative of Abbott. In addition, Abbott may at Abbott's option arrange for the repair of such damaged or defective goods and the resultant cost shall be paid by the Vendor, provided that prior to exercising this option, Abbott shall so notify the Vendor who shall be given the opportunity to expeditiously execute or arrange such repair himself within 14 days from date of notice from Abbott.
3. All goods shall be suitably packed or otherwise prepared for shipment and so as to secure the lowest transport and insurance rates and in accordance with the requirements of common carriers. No charge shall be made for wrapping, packing, cartoning, marking, boxing, or carriage, unless authority for such charge is expressly incorporated herein. In the event of any damage occurred by inadequate or defective packing, Abbott shall not be responsible for replacing the damaged goods and Vendor shall repair or replace the damaged goods for Abbott.
4. The Vendor, by acceptance of this Purchase Order and by furnishing goods or supplying the work/services hereunder, in addition to all other warranties expressed or implied herein, warrants the goods or work/services, and the components and materials described thereof, to be free from all defects in design and workmanship, materials or fabrication and the goods or work/services to correspond with the stated specifications and be of the quality at the time of delivery. This warranty shall be for the benefit of Abbott as buyer, and its successors, assigns, customers and the users of such good or work/service. Any action taken by Abbott with respect to damaged or defective goods or work/services shall not imply any waiver of any of the Vendor's warranties.
5. Vendor hereby agrees to indemnify and hold harmless Abbott from all losses, liability, damages and/or expenses which may be sustained or claimed against Abbott (a) arising out of the use of defective goods or negligent work/services hereby ordered; (b) arising from injury to Vendor's employees while in the course of providing goods or work/services to Abbott; (c) arising from Vendor's use of automobiles, trucks, heavy equipment, or other vehicles in the course of providing goods or work/services to Abbott; or (d) arising out of any breach of these Terms and Conditions by Vendor. Vendor shall at the request of Abbott defend any such claim, action or lawsuit.
6. Vendor warrants that the prices set forth herein are as low as any net price now given by Vendor to any other customer for like goods or work/services and quantity and agrees that if during the term of this Purchase Order lower net prices are quoted to anyone for similar goods or work/services such lower net prices shall be from that time substituted for the prices contained herein. If during the term of this Purchase Order, Abbott is able to purchase goods or work/services of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein, Vendor upon receipt of satisfactory written evidence of same shall, at its option, meet such lower price or permit Abbott to purchase the undelivered portion hereunder at such lower price. The quantity so purchased by Abbott from others shall be deducted from the quantity covered by this Purchase Order.
7. Vendor warrants that all goods supplied or the work/services provided under this Purchase Order, when used by Abbott in the ordinary manner for which they are intended, shall not violate the applicable provisions of the laws of Hong Kong as amended, or any standards or regulations issued thereunder.
8. Vendor warrants and represents that it is now in compliance with and undertakes that in performance of its obligations under this Purchase Order, including the supply of the goods or work/services, it shall continue to comply with all applicable laws, regulations and industry codes of practice, including those related to anti-bribery and anti-corruption.
9. Vendor warrants that the goods or work/services sold hereunder and every element thereof, the method of manufacture thereof, and the user of such goods in the customary manner or in a manner suggested or recommended by Vendor or in a manner intended by Abbott and which is known to Vendor do not infringe on any Hong Kong or foreign patent, trademark, or copyright, and Vendor agrees to indemnify and hold harmless Abbott and its employees against any damages, liability, costs or expense, including reasonable attorney's fees resulting from any claim or proceeding alleging such infringement, provided Abbott gives Vendor notice thereof and permits Vendor, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings.
10. Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by Abbott or in Abbott's possession and disclosed to Vendor as a result of this Purchase Order. Until such information has been published or disclosed to the general public, Vendor agrees not to use such information for itself or others or to disclose such information to others and then only with Abbott's prior written consent. Vendor shall acquire no rights in any intellectual property that belongs to Abbott, including but not limited to any design or any goods manufactured for Abbott based on Abbott-supplied specifications, drawings, designs, samples, descriptions, blueprints, plans, ideas, etc., and Vendor shall not apply for any letter, patent or attempt to register such designs for the goods produced by Vendor for Abbott. Vendor shall not, without first obtaining the written consent of Abbott, in any manner advertise or publish the fact that Vendor has furnished or has contracted to furnish to Abbott, the goods or services herein specified.
11. Abbott may by written notice cancel all or part of an order as long as Vendor has not completed same, provided that in such event Vendor may pro-rate the purchase price for such order to cover the part of the order already performed and Abbott shall make payment therefore. Notwithstanding the foregoing, all or any part of this Purchase Order may be cancelled by Abbott if: (a) shipment or delivery is not made by the date specified on the face hereof; or (b) Vendor at any times fails or is unable to comply with or the goods or work/services do not comply in full with any of the terms, conditions or warranties expressed or implied relating to the subject matter of this Purchase Order, including any relevant specification, drawings, samples or descriptions and any alteration thereto authorized in writing by Abbott or are not fit and sufficient for the purpose for which they are intended or are defective. Further, all or a portion of this Purchase Order may be cancelled or suspended by Abbott without liability, if such cancellation or suspension is caused by compliance with any law, order, regulation, request or imminent action of any government entity. In the event Vendor ships goods in a quantity exceeding that stated in an order, Abbott shall at its option either: (i) return the excess goods to Vendor at Vendor's sole expense; or (ii) keep the excess goods and pay at the same price as the ordered goods.

12. Vendor shall promptly notify Abbott if Vendor decides or is forced to cease its operations or to discontinue the manufacture or supply of the goods or work/services ordered hereunder, in such event Abbott may, to the extent possible, purchase additional goods or work/services from Vendor under this Purchase Order in order to meet Abbott's need for such goods or work/services.

13. Unless otherwise agreed in writing, Abbott shall pay Vendor for all goods or service/works provided pursuant to this Purchase Order within 90 days of receipt of the undisputed invoice or the shipment, whichever is later, provided such shipment is delivered with supporting shipping documentation. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or materials, whichever is later.

14. In the event Vendor, in conjunction with delivery of any order, must perform work on Abbott's premises, Vendor shall assume all responsibility for the actions taken or omitted to be taken by Vendor's employees while on Abbott's premises, whether through negligence or willful misconduct, which result in damage to property or injury or death to any person, and Vendor shall indemnify and hold Abbott harmless against any resulting liabilities, including the reasonable cost of defense and payment of any assessed damages. In addition, the Vendor shall, at its own expense, obtain and thereafter maintain in full force and effect during the term of this Purchase Order the following insurance: (a) Worker's Compensation and Occupational Disease Insurance with statutory limits and Employer's Liability coverage with a minimum limit of Hong Kong Dollars equivalent to Five Hundred Thousand US Dollar (US\$500,000) per occurrence; (b) Automobile Liability Insurance with a single limit of liability per occurrence of Hong Kong Dollars equivalent to Two Million US Dollars (US\$2,000,000) covering all owned, non-owned and hired vehicles; and (c) General Liability Insurance including Professional Liability Insurance with a minimum sum of Hong Kong Dollars equivalent to Two Million US Dollars (US\$2,000,000) per occurrence. Abbott and its affiliated companies shall be named as additionally insured under this coverage.

15. Vendor represents and warrants that neither it, nor any of its employees or agents performing the obligations hereunder, has ever been, is currently, or is the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Debarred Individual. Vendor further covenants, represents, and warrants that if, during the term of this Purchase Order, it or any of its employees, or agents performing the obligations hereunder, becomes or is the subject of any investigation or proceeding that could lead to that party becoming, a Debarred Entity or Debarred Individual, Vendor shall immediately notify Abbott, and Abbott shall have the right to immediately terminate this Purchase Order. This provision regarding notice of acts occurring during the term of this Purchase Order shall survive termination or expiration of this Purchase Order. For the purposes of this provision, the following definitions apply: (i) A "Debarred Individual" is an individual who has been debarred by the US Food and Drug Administration ("US FDA") pursuant to Title 21 of the United States Code ("U.S.C.") §335a (a) or (b) from providing services in any capacity to a person that has an approved or pending drug product application; (ii) A "Debarred Entity" is (1) a corporation, partnership or association that has been debarred by the US FDA pursuant to Title 21 U.S.C. §335a (a) or (b) from submitting or assisting in the submission of any abbreviated drug application, or (2) an agent, subsidiary or affiliate of such a Debarred Entity.

16. Any other statement, notice or agreement to the contrary notwithstanding, any written acknowledgement of this Purchase Order or the shipment of any goods or the furnishing of any work/services pursuant to this Purchase Order shall constitute acceptance by Vendor of each and all of the expressed terms and conditions stated herein and on the face hereof. This Purchase Order shall constitute the entire agreement between the Vendor and Abbott. It may not be modified without prior written acceptance from any authorized representative of Abbott. There may be no substitutes or variations from specifications or instructions, or partial shipments or performance, without prior written approval from an authorized representative of Abbott. No course of action on the part of Abbott shall be deemed to modify the terms of this Purchase Order. Abbott's acknowledgement of acceptance of anything in writing from Vendor which is in conflict with the terms of this Purchase Order and any subsequent delivery of goods or work/services shall not constitute a modification or waiver of the terms of this Purchase Order.

17. Waiver by Abbott of any specific defaults by the Vendor or failure of Abbott to cancel this Purchase Order or any part thereof when right of cancellation arises, shall not constitute waiver by Abbott of any of its rights under any of the terms of this Purchase Order.

18. Vendor shall not assign this Purchase Order or any moneys due or that may become due hereunder, without Abbott's prior written consent and any attempted assignment without such consent of Abbott shall be void.

19. If any or all of the terms or conditions contained herein are not acceptable, THE VENDOR SHALL ADVISE ABBOTT IN WRITING upon receipt of this Purchase Order and shall withhold shipment until the matter is adjusted. By delivering the goods or performing the work/services, Vendor shall be deemed to have accepted all these Terms and Conditions.

20. The validity and interpretation of the agreement between Abbott and the Vendor shall include the terms and conditions of this Purchase Order and shall be governed by the laws of Hong Kong but without reference to the principles of choice of law. The application of the UN Convention on Contracts for the International Sales of Goods (1980) is excluded.

21. Notwithstanding the Contracts (Rights of Third Parties) Ordinance and/or any comparable law in any jurisdiction, this Purchase Order is personal to and is made solely for the benefit of the parties to it and shall not create or give any rights to or purport to confer any benefits on any third parties whatsoever. The application of the Contracts (Rights of Third Parties) Ordinance and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of this Purchase Order is expressly excluded and no terms of this Purchase Order are, or are intended to be, enforceable by any person not being a party to it. Notwithstanding the foregoing in this paragraph, third party rights under this Purchase Order shall be enforceable by Abbott and/or an entity which, as at the time of enforcement, is a direct or indirect wholly-owned subsidiary of Abbott in accordance with the Contracts (Rights of Third Parties) Ordinance and/or any comparable law in any jurisdiction. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Purchase Order, or any term of this Purchase Order, are not subject to the consent of any third party (including Abbott and/or any of the wholly-owned subsidiaries at all times). The term "subsidiary" shall have the same meanings as in section 15 of the Companies Ordinance (Chapter 622) as amended from time to time.