



**1. ACKNOWLEDGMENT AND ACCEPTANCE.** Acceptance to this Purchase Order is expressly limited to the terms of this Purchase Order and the terms hereof shall govern. Any additional or different terms proposed by Seller are objected to and are hereby rejected unless Seller's terms are accepted in writing by an authorized representative of Buyer. No oral agreement or other understanding shall in any way modify this Order, or the terms or conditions hereof. Seller's action in (a) accepting this Order, (b) delivering materials, (c) performing service called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereof.

**2. CHOICE OF LAW.** Irrespective of the place of performance, this purchase order shall be governed and construed and all disputes arising under or related to this purchase order shall be resolved in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles

**3. PRICE AND DELIVERY.** Seller shall furnish the goods and/or services called for by this order in accordance with the prices and delivery schedule stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices or best delivery dates both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes except sales taxes which are separately shown when applicable. Seller warrants that the prices charged for the goods covered by this order will be as low as the lowest prices charged by the Seller to any customers purchasing similar goods in the same or similar quantities and under like circumstances. Buyer may return or store at Seller's expense, any goods delivered more than two (2) days in advance of the delivery date specified for such goods unless early delivery has been approved in writing by the Buyer.

**4. PACKING AND SHIPPING.** No charge shall be made by the Seller for packaging or storage. All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. Seller shall mark on containers handling and loading instructions, shipping information, order number, item and account number, shipment date and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Buyer reserves the right to return overshipments or shipments made in advance of the scheduled deliveries at Seller's expense. Buyer's count and weight shall be accepted as final and conclusive if a packing slip is not enclosed with shipment. Time and rate of deliveries are of the essence of this Order. Buyer reserves the right to cancel this Order and reject the goods upon default by Seller in time, rate or manner of delivery.

**5. PAYMENT.** All invoices shall be rendered in duplicate, state the F.O.B. and the shipping point, discount terms, purchase order number, item numbers, and any applicable taxes. Freight and similar charges shall be itemized separately. A bill of lading or express receipt must accompany each invoice. Payment of invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in goods or services or other failure of Seller to meet the requirements of this Order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under this order.

**6. RISK OF LOSS.** Seller shall bear all risk of loss or damage to goods covered by this order until delivery of goods to the carrier, if transportation is FOB origin or until acceptance by the Buyer if transportation is FOB destination.

**7. ASSIGNMENT.** (a) Seller shall not assign this Order or any rights there under or any monies due or to become due hereunder without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without its written consent thereto. Seller shall require that no assignee divulge any information concerning this Order except to those persons necessarily concerned with the transaction. Payments to an assignee of any claim arising under this Order shall be subject to reduction or set-off for any present or future claim or claims, which Buyer may have against the Seller. (b) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

**8. COMPLIANCE.** (a) Seller is on notice that Buyer may utilize the goods specified in this order in the manufacture of products destined for sale to the U.S. Government. Seller is therefore deemed to have assumed the obligation of compliance with Executive Order 11246 and unless otherwise exempt under the rules, regulations and orders of the Secretary of Labor or pursuant to Federal Procurement Regulations (1-12.804) or the Armed Services Procurement Regulations (12-802), this Order is subject to the requirements of the Equal Employment Opportunity clause as set forth in 1-12.803.2 and 12-802 (a), said clause being herewith incorporated into this order by reference. (b) Seller warrants that the goods to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA") and all laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the production of the goods and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable. (c) Seller warrants that all goods delivered under this Purchase Order are in conformance with the latest OSHA requirements (d) Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations. (e) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every Purchase Order between Buyer and Seller.

For Purchase Orders placed in support of a U.S. Government prime contract the Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based



on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**9. WARRANTY.** In addition to any other express or implied warranties the Seller warrants that all material or services delivered hereunder shall be (i) free from defects in workmanship and materials (ii) free from defects in design except to the extent that such goods comply with the detailed designs provided by the Buyer; (iii) suitable for the purposes, if any, which are stated on the face of this order, and (iv) in conformity with all other requirements of this order. Buyer may return defective goods to Seller at Seller's expense for correction, replacement or credit (with an administration fee of \$50) as Buyer may direct. In the event Seller refuses to promptly correct the defective or nonconforming goods as requested hereunder by Buyer, Buyer may upon reasonable notice to Seller make the repairs necessary to correct said goods and charge Seller with the costs to repair. All shipping costs and any reasonable travel, removal, and installation costs incurred in connection with goods to be replaced or repaired or faulty work to be corrected, shall be borne by Seller. Seller may not limit the remedies available to Buyer or the damages recoverable by Buyer arising out of breach of warranty.

**10. INSPECTION.** All goods or work order send by the Seller must be 100% inspected or prove that the parts leaving the Seller factory is 100% conformed to the Buyer's specification. In return, all goods or work under this Order shall be subject to inspection and test by Buyer, to the extent practicable, at all times and places including the period of performance, and in any event prior to acceptance. Buyer may inspect at the premises of the Seller or any of its subcontractors engaged in the performance of this Order except in those areas as determined by the Seller to be restricted proprietary areas. Seller shall not be relieved of its obligations to replace any defective goods or work by reason of any failure on the part of Buyer to direct Seller's attention to any defect. Except as otherwise provided in this Order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. If the Buyer, after inspection, identify that any parts is not conform to the PO specification, that the parts had any defects, or that they were damaged when received, the Buyer has the right to charge an administration fee of \$50 for the inspection and any additional cost is associated with the return of the parts to the Seller. If the Seller is unable to meet the deadline for the parts, the Buyer reserves the right to correct the defect and charge these cost back to the Seller, with the Seller approval, to rectify the defect found.

For Purchase Orders placed in support of a U.S. Government prime contract, all goods covered by this order may be inspected and tested by Buyer, its customers, higher tier contractors and the U.S. Government at all reasonable times and places. Seller shall provide without additional charge all reasonable facilities and assistance for such inspections and tests. In its internal inspection and testing of goods covered by this order, Seller shall use an inspection system accepted by Buyer in writing. All inspection records relating to such goods shall be available to Buyer during the performance of this order, and such longer periods specified by Buyer in its acceptance of the Inspection System. If any goods covered by this order are defective or otherwise not in conformity with the requirements of this order, Buyer may, by written notice to Seller, (i) rescind this order as to such goods, (ii) accept such goods at an equitable reduction in price, or (iii) reject such goods and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such goods are replacements. If Seller fails to deliver required replacement goods promptly, Buyer may (i) reface or correct such goods and charge the Seller the cost occasioned by the Buyer, thereby or (ii) terminate this order for cause. Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in this order. No inspection (including source inspection) tests, approval (including design approval) or acceptance of goods ordered shall relieve Seller form responsibility for defects or other failure to meet the requirements of this order or for latent defects, fraud, such gross mistakes as amount to fraud, and Seller's warranty obligations. Rights granted to Buyer under this Section are in addition to any other rights or remedies provided elsewhere in this order or in law.

**11. INDEPENDENT CONTRACTOR.** The Seller shall perform hereunder as an independent contractor and not an employee or agent of the Buyer.

**12. INDEMNIFICATION.** Seller shall be responsible for and indemnify the Buyer against all losses, claims, expenses or damages which may result in any way from accident, injury, or damage either to person or property or from death of any persons by reason of any act or omission on the part of the Seller, its agents, employees, or subcontractors except to the extent that the accident, injury, damage, or death is due solely and directly to the negligence of the Buyer. Seller shall at all times maintain such liability, property damage, and employee liability insurance as will protect Buyer from any or all the foregoing risks, and shall supply upon the request of Buyer certificates satisfactory to Buyer evidencing such coverage.

**13. CHANGES.** Buyer may at any time by written change order suspend performance in whole or in part; make changes in drawings, designs, specifications; make changes in method of shipment or time or place of delivery; or require additional or diminished work. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, then equitable adjustment shall be made in the Purchase Order price or delivery dates or both, and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 13 shall conclusively be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within (30) days of receipt by Seller of the change order. If the cost of property made obsolete or excess as a result of a change is paid by Buyer, then Buyer may prescribe the manner of disposition of such property. No change order shall be binding on Buyer unless issued by an authorized representative. Buyer's engineering and technical personnel are not authorized to change this order. Nothing in this Section 13 shall excuse Seller from proceeding with this order as changed.

**14. FORCE MAJEURE.** Neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public



enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience pursuant to Section 17.

**15. DELAYS.** In the event the Seller fails to supply any item of goods or complete the provision of services by the date(s) specified in the Purchase Order, other than as caused by Force Majeure, the Buyer shall have the right to require the Seller, after a grace period of one month, to pay or to deduct from the Purchase Order price, as liquidated damages (and not as a penalty) a sum calculated at the rate of five percent (5%) of the price for goods and/or services, or part thereof, so delayed, for each week of delay between the date of delivery specified in the Purchase Order and the actual date of delivery. However, if the Seller for any reason not provided for above fails to proceed with the performance of this Order or to make deliveries within the time specified in this Order, or if the Buyer shall have reasonable doubt as to Seller's ability to perform its obligations, Buyer in addition to its remedies at law may at its option approve a revised delivery schedule or terminate this Order or such part or parts hereof as to which there has been delay or any doubt, without liability to Buyer. The Seller due to the delay in delivering the order on time, shall use any means possible to expedite the delivery using the fastest transportation method available at the time of shipping at the Seller's cost.

**16. BUYER'S RIGHT TO SUSPEND PERFORMANCE.** Buyer shall have the right to require Seller at any time to suspend performance of all or part of this Order for an indefinite period of time. In no event shall such period exceed twelve (12) consecutive calendar months. In the event Buyer exercises said right, Seller shall cease performance of this Order, as directed by Buyer. Seller agrees to commence performance of the suspended order within a reasonable time after receiving Buyer's notice to commence the suspended Order. An equitable adjustment in the price and/or in the delivery dates shall be made in the event Buyer requires a suspension of an Order under this Article.

**17. TERMINATION.** (a) Without cause. The Buyer may terminate this Order in whole or in part at any time for any cause by serving upon Seller a written notice, and shall reimburse the Seller for his reasonable and necessary expenses incurred directly incident to this Order to the date of cancellation, but shall not be liable for any loss of profits on the portion thereof so cancelled. For Purchase Orders placed in support of U.S. Government Prime Contracts, such termination settlement shall be made in accordance with the principles contained in Federal Acquisition Regulation (FAR) 52.249-2 as in effect as of the date of this order, except that any termination claim must be submitted to Buyer within ninety (90) day after the effective date of termination, and "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer Authorized Procurement Agent", and "Government" shall mean "Buyer" and the "Government".

(b) With cause. Time is of the essence of this Order. If Seller fails to make delivery in accordance with the agreed delivery date or schedule, except as provided in Article 12, or otherwise fails to observe or comply with any of the other instructions, terms, conditions, or warranties applicable to this Order or fails to make progress so as to endanger performance of this Order or in the event of any proceeding by or against Seller in bankruptcy or insolvency or for appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may, in addition to any other right or remedy provided by this Order or by law, terminate all or any part of this Order by written notice to Seller without liability by Buyer to Seller on account thereof.

If this order is terminated as provided in this clause the Buyer in addition to any other rights provided in this clause, may require the Seller to transfer title and deliver to the Buyer (i) any completed goods and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights as the Seller has specifically produced or specifically acquired for the performance of this order. If after notice of the termination of this order "with cause", it is determined that the failure to perform is due to causes totally beyond the control and totally without the fault or negligence of the Seller, such notice of default shall be deemed to have been issued pursuant to Section 17(a) hereof and the rights and obligations of the parties hereto shall be governed by such Section 17(a).

**18. DISPUTES.** (a) Buyer and Seller shall attempt to resolve any disputes arising out of or in relation to this Agreement by good faith discussions. In the event of the occurrence of such a dispute, either party may, by written notice to the other party, for attempted resolution by good faith negotiations within thirty (30) calendar days after such notice is received. (b) All disputes under this Purchase Order that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. (c) Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of the Purchase Order.

**19. BUYER'S EQUIPMENT.** Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically purchased by Seller and paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of PerkinElmer" and shall be safely stored and properly maintained by Seller. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property shall be available for inspection by Buyer at any and all times, and shall be subject to removal at Buyer's written request, in which event Seller shall prepare for shipment and shall redeliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

**20. TAXES.** Except as may be otherwise provided in this Order, the price shall include all applicable Federal, State and local taxes of any kind in effect on the Order date.



**21. PATENT INFRINGEMENT.** Seller agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this Order or their intended use, and such obligation shall survive acceptance of the goods and payment therefore by the Buyer.

**22. USE OF BUYER'S DATA.** Seller shall not, without Buyer's written consent, disclose any drawings, plans, specifications, confidential information, know-how, discoveries, production methods and the like (herein referred to as "technical information") furnished to Seller by Buyer, or on Buyer's behalf, for the performance of this Order to any person other than personnel of Seller directly concerned with the manufacture of said articles and suppliers of items required by Seller in the performance of this Order; and Seller shall require any of its suppliers under this Order to enter into a similar agreement. Seller shall take reasonable precautions against any such technical information being acquired by unauthorized persons and shall not employ any such technical information for its own use or for any purpose whatsoever except in the performance of this Order. The Buyer shall retain title to all such technical information and Seller shall, at Buyer's request or upon completion of this Order, return or deliver all such tangible technical information to Buyer. The term "technical information" as used herein shall not include information which is generally published or lawfully available to Seller from other sources or which was known to Seller prior to disclosure thereof to Seller by Buyer or on Buyer's behalf.

**23. CESSATION OF PRODUCTION.** If production of goods covered by this order is to be permanently discontinued at any time within one (1) year after final delivery under this order Seller shall give Buyer a least 180 days prior written notice of such discontinuance during which time Seller shall accept order from Buyer for a reasonable quantity of such goods.

**24. REGULATORY COMPLIANCE.** Seller represents that the goods covered by this Order have been manufactured and sold in compliance with the requirements of the Robinson-Patman Act, the Fair Labor Standards Act and other Federal, State and municipal laws, rules, and regulations as applicable, and that said goods were designed in conformance to applicable regulations of the Occupational Health and Safety Act.

**25. WAIVER.** Failure of Buyer to insist upon strict performance of any terms and conditions of this Order, or to exercise any right or privilege contained in this Order, or the waiver of any breach of the terms or conditions of this Order shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. All rights and remedies reserved under the terms and conditions hereof shall be cumulative and in addition to any further rights and remedies provided in law or equity.

**26. COMPLETE AGREEMENT.** This Order contains the complete and entire agreement between the parties hereto, and supersedes any previous communications, representations or agreements, whether verbal or written, with respect to the subject hereof. NO CHANGE, ADDITION, OR MODIFICATION OF ANY OF THE TERMS OR CONDITIONS HEREOF SHALL BE VALID OR BINDING ON EITHER PARTY UNLESS IN WRITING SIGNED BY AN OFFICER OR DESIGNATED PURCHASING AGENT OF BUYER.

**27. HAZARDOUS MATERIAL.** In the event that any part of the material to be supplied hereunder identified as "Hazardous" by the OSHA Hazard Communication Standard (29 CFR Part 191D), or any corresponding State Law or Public Act, Seller shall provide Buyer Material Safety Data Sheets (MSDS, OSHA Form 20) or equivalent, and shall comply with all other related rules and regulations governing that portion of the material deemed hazardous pursuant to the OSHA Hazardous Communication Standard.

**28. "RoHS and WEEE".** Seller agrees that it and the product, as defined herein, are in compliance with all terms and conditions of the RoHS and WEEE directives. Supplier shall maintain traceability records for a period of no less than 7 years and records shall at a minimum reflect part number, quantity & revision status of material supplied to each Purchase Order.

**29. GOVERNMENT CONTRACT.** The Buyer must make the Seller aware of any national, U.S. Government, state or local Agreement or sub-Agreement that is relevant in the performance of this Agreement. Further, the Buyer must provide the Seller with all relevant information, special circumstances or specifications required to be compliant in providing Product for the specified national, U.S. Government, state or local Agreement or sub-Agreement. If Product to be furnished under this Agreement are to be used in the performance of a national, U.S. Government, state or local Agreement or sub-Agreement, clauses of the applicable government procurement regulations which are required by statutory regulations are to be included and are incorporated herein by reference. The Buyer must inform and provide Seller with all such regulations that impact the performance of the Seller in filling Buyer's Orders. Notwithstanding any government Agreement or sub-Agreement, the Buyer is responsible for complying with this Agreement and all other Seller's policies.

**30. EXPORT CONTROLS** (a) Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it shall not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

(b) Seller agrees to notify Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.



(c) Seller shall immediately notify the Buyer Procurement Representative if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

(d) If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where Seller is a signatory under a Buyer export license or export agreement (e.g., TAA, MLA), Seller shall provide prompt notification to the Buyer Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Seller's performance under this Purchase Order.

**(f) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.**

**31. NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

**32. PROPRIETARY INFORMATION.** All written information obtained by Seller from Buyer in accordance with this order and which is identified as proprietary by the Buyer shall be received in confidence and shall remain the property of Buyer and shall be used and disclosed by Seller only to the extent necessary for the performance of this order.

**33. PUBLICITY.** Seller shall not make or authorize any news release, advertisement or any disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer except as may be required to perform this order.

**34. SUBCONTRACTORS.** Seller shall not subcontract for complete or substantially complete parts of the work called for by this order without Buyer's prior written approval.

**35. WAIVER.** The failure of Buyer to insist upon the performance of any provision of this order or to exercise any right or privilege granted to the Buyer under this order shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect. If any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

**36. ORDER OF PRECEDENCE.** In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: 1. Order-specific provisions provided in full text on the Purchase Order; 2. Documents incorporated by reference on the Purchase Order which apply to the Purchase Order as a whole and not to a specific line item therein; 3. These General Terms and Conditions of Purchase and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference.