

VWR Terms and Conditions of Services - US

1. **Acceptance** - ALL SERVICES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE CONTROLLING, AND ANY ADDITIONAL AND/OR INCONSISTENT TERMS AND CONDITIONS SET FORTH IN ANY ACKNOWLEDGMENT, PURCHASE ORDER, OR ACCEPTANCE DOCUMENTS REQUESTED FROM AND/OR PROVIDED BY CUSTOMER ARE EXPRESSLY REJECTED. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON VWR UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF VWR.

2. **Rates/Prices** - Rates/prices for services not covered under a fixed price service contract ("contract") will be subject to adjustment to those in effect at time of providing services and may be adjusted to include any necessary surcharge(s). Prices for billable parts will be VWR's standard rates in effect at the time of installation in Customer's equipment. Subject to the warranties specified in section 5(a)(ii) below, the sale of billable parts will be considered final. If equipment requires major repair outside the scope of any contract with Customer, VWR will provide Customer with an itemized estimate of the cost to perform said repair. Said estimate will be payable in accordance with section 3 below. Pricing that differs from VWR's published price lists is confidential to VWR, and Customer agrees to strictly maintain such confidentiality.

3. **Payment Terms** - Individual invoices, net thirty (30) days from date of invoice; summary invoices, if any, will be due as agreed. Payments are to be made in freely available United States dollars, including applicable taxes, and other charges such as government imposed surcharges which VWR may be required to pay or collect with respect to the provision of Services. Payment is considered late when it is received into VWR's lockbox after the due date, which may result in additional service charges as described further in this section. Any payments received no later than 2.00 PM Eastern Standard Time at VWR's lockbox will be credited to Customer's account as of the date received, while payments received after 2.00 PM Eastern Standard Time will be credited to Customer's account the following business day. Delinquent accounts will be subject to a service charge on past due amounts of one and one-half percent (1 1/2%) per month (or, if less, the maximum amount permitted by law). VWR will be under no obligation to provide services, including warranty service, should the balance owed to VWR be more than thirty (30) days past due. In the event that VWR initiates any legal proceedings to collect any amount owed by Customer, Customer agrees to pay all of VWR's reasonable legal fees and expenses. VWR recommends payments be made by ACH method to ensure timely receipt by VWR. Payment by credit card may only be used as a prepayment method when placing orders or for past due collections.

Customer will provide VWR, concurrent with each payment, with remittance information in sufficient detail (to the invoice level or line level as the case may be) to allow VWR to properly apply payments or credit memos to outstanding receivable(s) on VWR's accounts receivable sub-ledger for Customer. Customer shall also include its account number with any remittance. Failure to supply VWR with such remittance detail will result in additional processing delays and may affect the credit status of pending or future Customer purchase orders. When Customer wishes to apply one or more credit memos towards a payment amount owed VWR, Customer agrees to provide VWR, on a timely basis, the specific credit memo number(s) and amount(s) to be applied, in addition to the remittance information requirements above. If Customer does not provide such information on a timely basis, VWR shall apply any such credit memos to outstanding receivables, beginning with the most-aged receivables first. VWR

reserves the right to furnish payment history data and related information to third party companies for fraud protection and credit risk reduction.

Customer agrees to complete, sign and submit a standard VWR credit application to VWR's Treasury Department located at 100 Matsonford Road, Suite 200, Radnor, PA 19087. Customer will provide, or make available to VWR upon request, its latest audited financial statements (or unaudited financial statements, if audits are not performed). VWR agrees to keep such information confidential and to use it exclusively to evaluate and apply a credit score or rating to Customer for extension of credit purposes or pending transactions. Furthermore, Customer agrees to inform VWR of any material adverse change in its business that would reasonably be expected (by an independent 3rd party) to negatively impact its outstanding or future payment obligations and the terms or conditions contained herein. A change shall include, but not be limited to, any change in Customer's credit rating as determined by any single major rating agency, including Standard & Poor's, Moody's, Fitch or Dominion Bond Rating Service.

4. **Sales Tax** - Sales taxes where applicable (local, state or federal) will be added to the invoice price. If you are exempt from sales taxes, please be sure to provide the proper documentation at the time of ordering.

5. **Product and Service Warranties and Limitation of Liability**

a) VWR warrants to the original Customer only that:

- i. Services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification thereof is made by Customer in writing to VWR, VWR will supply the necessary service, direction or consultation to correct the nonconformity. Service not performed under an existing contract ("call service") will only be warranted for 48 hours; and
- ii. all parts provided by VWR will meet the manufacturer's specifications for a term equal to the warranty period stated in the part manufacturer's literature or sixty (60) days, whichever is longer. Customer will immediately notify VWR in writing of any defect. Should any such parts be found defective during the first 30 days after installation, VWR at its option will refund the purchase price or modify, repair or supply a replacement part, including labor and travel, free of charge to Customer. For the remainder of the warranty period, VWR, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Customer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by VWR. VWR has the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. VWR will accept no responsibility if such part has been improperly operated or maintained or if Customer has permitted any unauthorized modifications, adjustments and/or repairs to the part.

b) VWR HEREBY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- c) The foregoing service and parts warranties will be VWR's sole and exclusive obligations and Customer's sole and exclusive remedies for any action, whether in breach of contract, warranty, negligence or otherwise. VWR is not responsible for the impact of factors including, without limitation, machine cycles, sanitation, humidity, and operator practices (including misuse, abuse and/or negligent operation) on serviced equipment and will not be required to perform services on equipment subjected to such factors. Work performed by VWR on equipment subjected to such factors will be on a time and materials basis only.
- d) IN NO EVENT SHALL VWR HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, USE OR GOODWILL, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF VWR (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICE GIVING RISE TO SUCH CLAIM.

6. **Proprietary Information** - Each party (a "Recipient") shall maintain in confidence, not disclose to any third party, and not use, except for the specific purpose of performing under this Agreement, all proprietary information furnished to it by the other party (a "Discloser") or any Discloser Affiliate in connection with this Agreement, or derived from the Discloser or any Discloser Affiliate in performance of this Agreement, and shall return to the Discloser or a Discloser Affiliate, upon request, all copies (then in Recipient's possession) of documents and other tangible media furnished by or derived from Discloser or such Discloser Affiliate, respectively, in connection with the performance of this Agreement. The Recipient shall inform its employees, agents, and representatives of these obligations and shall require them to assume equivalent obligations.

7. **Gate Passes** - VWR's field service representatives are neither required nor authorized to sign gate passes or similar documents of Customer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of VWR under these terms and conditions.

8. **Indemnity** - VWR agrees to indemnify Customer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by VWR on the premises of Customer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit.

9. **Regulatory Laws and/or Standards** - The performance of services hereto is subject to the applicable laws of the United States or Canada, depending on the location of the performance of service. VWR takes reasonable steps to ensure that services are performed in conformity with various nationally recognized standards. VWR makes no promise or representation that services will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Customer and VWR. VWR prices do not include the cost of any related inspections or permits or inspection fees.

10. **Anti-corruption** – Customer represents and warrants that: (a) it is familiar with and understands

the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“U.S. FCPA”), and that Customer will comply with the U.S. FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties’ business activities hereunder; (b) no principal, partner, officer, director or employee of Customer is or will become an official of any governmental body of any country or jurisdiction (other than the U.S.) that is applicable to the parties’ business activities hereunder; and (c) Customer has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value 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 or political office (each, a “Government Official”) to influence any acts or decisions of such Government Official or to induce such official to use his or her influence with the local government to effect or influence the decision of such government in order to assist either VWR or Customer in its performance of their obligations under this Agreement or to benefit the other party. Failure by Customer to comply with this section shall be deemed a material breach of a material provision of this Agreement and VWR will have the right to immediately terminate this Agreement and its performance without any liability to Customer.

11. Miscellaneous

- a) Termination - Services may be terminated:
 - i. by VWR if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event VWR elects not to terminate the services, it may adjust its rates for service due to the foregoing factors;
 - ii. by VWR in the event equipment requires major repairs outside the scope of any VWR contract with Customer, and Customer does not accept the repair estimate provided by VWR pursuant to section 2 above. Following termination, any further work performed on Customer’s equipment will be on a time and materials basis only; and
 - iii. by either party upon 30 days prior written notice to the other party.
- b) Cancellation Charges - If services hereunder are canceled or terminated, Customer will pay to VWR the reasonable costs and expenses incurred by VWR prior to receipt of notice of such cancellation, plus VWR’s usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder.
- c) Force Majeure - In the event either party is prevented in whole or in material part from performing its obligations under this Agreement solely as a result of force majeure, upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
- d) Merger, Modification, Waiver - No amendment, modification or waiver of these terms shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound, and in the case of a waiver, shall be effective only in the specific instance and

for the specific purpose for which given, and shall not be construed as a waiver of any subsequent breach. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

- e) **Applicable Law** - This Agreement is made pursuant to, and shall be construed and enforced exclusively in accordance with, the internal laws of the Commonwealth of Pennsylvania (and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of conflicts of law.
- f) **Authority to Enter Into Agreement** - Each party represents and warrants that it is authorized to enter into this Agreement and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.
- g) **Assignment** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees; provided, however, neither party shall have the right to transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other party (except that either party may assign this Agreement to a parent, subsidiary or successor corporation without such consent).
- h) **Nature of Relationship** - Neither party, its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other party.