

Terms and Conditions of Purchase

for BioFire Diagnostics, LLC Instruments and Products

These Terms & Conditions (the "Agreement") govern the purchase of goods and services (the "Goods") by BioFire Diagnostics, LLC ("BFDX") from _____ ("Seller" or "You") (individually a "Party", and collectively the "Parties"). Acceptance of a purchase order from BFDX constitutes your acceptance of this Agreement. This Agreement will govern all subsequent purchase orders between BFDX and Seller.

1. Price & Payment Terms

Seller will invoice BFDX for the Goods. Each invoice will include: (i) BFDX's purchase order number, (ii) a description of the Goods (iii) quantity and unit price(s), and (iv) shipping, handling, and any other charges agreed to by BFDX, and applicable taxes. If Seller does not reject these Terms and Conditions in writing within ten (10) days of first receipt, such Terms and Conditions shall be deemed accepted by Seller. BFDX will pay within thirty (30) days of receipt of Seller's invoice. The purchase price of the Goods is subject to set-off. Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.

2. Delivery

Seller will deliver the Goods to BFDX, FOB Destination Seller bears risk of loss for the Goods until delivered to BFDX. Seller will include a packaging list with BFDX's purchase order number, part number, the quantity shipped, and the remaining quantity to be shipped each shipment.

3. Acceptance

BFDX will have twenty (20) business days after receipt to inspect the Goods and either accept or reject them. If BFDX rejects the Goods, Seller will provide BFDX with an RMA to return the Goods. Goods will be returned at Seller's expense.

4. Warranties

(a) Seller warrants that the Goods will meet all specifications, and be free from defects for a period of one (1) year from date of acceptance.

(b) Seller warrants that the Goods are merchantable and fit for the purpose specified by BFDX.

(c) Seller warrants that the Goods will be free from all security interests or other liens.

(d) Seller warrants that the Goods will be manufactured in compliance with all applicable laws and regulations.

In addition to any other remedies in this Agreement BFDX may elect to have Seller repair or replace the Goods, or refund the purchase price for non-conforming Goods.

5. Compliance

(a) If notified by BFDX that the Goods are related to the fulfillment of a federal government prime contract or subcontract, Seller will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against individuals based on their race, color, religion, gender, or national origin. 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, sexual orientation, gender identity, national origin, protected veteran status or disability.

(b) bioMérieux's Business Principles for Third Parties. BFDX is a bioMérieux company. Seller represents that it will not participate in any conduct that violates bioMérieux's Business Principles for Third Parties ("Business Principles") (http://www.biomerieux.com/sites/corporate/files/PDF/biomerieux_business_principles_for_third_parties.pdf). If BFDX determines that Seller is in violation of the Business Principles, BFDX may terminate this Agreement upon written notice to Seller. BFDX will have no further obligation to Seller.

6. Indemnity

Seller will defend and indemnify BFDX, its employees, officers, directors, agents, affiliates, and customers, harmless from all demands or claims (including attorney's fees) arising out of: (a) the breach by Seller of any warranty; (b) bodily injury, death or property damage related to an act or omission of Seller; (c) claims that the design of the Goods infringe any patent or other proprietary right, except where such liabilities are due to the negligence or wrongful acts of

an BFDX; and (d) Seller's failure to comply with the "Export Regulations," "Debarment," "Release of Information," "Proprietary Rights," "BFDX Trademarks," or "Relationship of the Parties; Assignment; Subcontracting" sections of this Agreement. Seller will defend all such claims, provided Seller is notified of the claim and given the opportunity to defend. In the event of a claim of infringement of a third party's copyright, patent, trade secret, or other intellectual property right, Seller's obligation will be, at its option, to (i) obtain a license for BFDX, its employees, agents, affiliates, and customers to continue the use of or the sale of the infringing Good; or (ii) modify or replace the infringing Good with a non-infringing Good which conforms to the specifications for the infringing Good; or (iii) refund the purchase price paid by BFDX for such infringing Good.

BFDX will defend and indemnify Seller, its employees officers, directors, agents, affiliates, and customers, harmless from all demands or claims (including attorney's fees) arising out of: (a) the breach by BFDX of any warranty; (b) bodily injury, death or property damage related to an act or omission of BFDX; (c) claims that the design of a BFDX product not implicating the Goods infringes any patent or other proprietary right, except where such liabilities are due to the negligence or wrongful acts of an Seller;

7. Insurance

Seller will obtain and have in place the following coverage: (a) completed Goods.... (b) general liability, (c) property damage, (d) employer's liability, (e) workers' compensation insurance, (f) professional errors and omissions insurance, and (g) motor vehicle liability (personal injury and property damage) insurance in the amount of If Seller's coverage is Claims made, then Seller will keep coverage in effect for three years after the expiration or termination of this Agreement. Seller will provide BFDX with certificates of insurance upon request.

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8. Cancellation

BFDX reserves the right to cancel a Purchase Order issued to Seller subject to an equitable adjustment between the Parties as to any work or materials then in progress, or an obligation that cannot be cancelled.

9. Termination

Either may terminate a Purchase Order in whole or in part at any time for (i) breach of this Agreement or the terms of a Purchase Order, or (ii) the suspension of business or insolvency of a Party. BFDX may terminate all or part of a Purchase Order for: (a) failure to timely deliver Goods, (b) failure to provide adequate assurance of performance. In the event of a default, a Party may exercise any or all rights and remedies available to it.

10. Amendment

The terms of this Agreement may not be altered, modified, suspended or amended, and no additional or different terms will become a part of this Agreement absent a writing signed by the Parties.

11. Export Regulations

Upon request by BFDX, if Seller is providing Goods used by BFDX to manufacture products for the Department of Defense, Seller will certify that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). Seller agrees that no technical data, information, or other items provided by BFDX in connection with this Purchase Order will be provided to any foreign persons or to a foreign entity, including, without limitation, a foreign subsidiary of Seller, without the express written authorization of BFDX and Seller's obtaining of the appropriate export license, technical assistance agreement, or other requisite documentation for ITAR-controlled technical data or items. It will be the sole responsibility of Seller to determine whether the information provided by BFDX is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party. Seller will immediately notify BFDX if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked. Should Seller's goods or services originate from a foreign location, those goods may also be subject to the export control laws and regulations of the country in which the articles or services originate. Seller agrees to abide by all applicable export control laws

and regulations of that originating country. BFDX may be required to obtain information concerning citizenship or export status of Seller's personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

12. Debarment

Seller certifies that neither it nor any of its Principals (defined as officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including, but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. Seller will provide immediate written notice to BFDX if it, or any of its Principals, is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program, including Medicare, Medicaid and other Federal Health Care Programs.

13. Release of Information

Seller will not use the BFDX name, logo, trademark, service mark, or trade dress without prior written approval of BFDX.

14. Proprietary Rights

To the extent that the Parties intend to exchange confidential information, the use and disclosure of confidential information will be addressed by a separate Confidentiality & Non-disclosure Agreement between the Parties.

15. Goods Purchased for Re-Manufacture

BFDX acknowledges that the Goods are being purchased for re-manufacture as per C.F.R. 48-4221-2, and, as such, Seller is exempt from paying the medical device excise tax.

16. Seller Changes

Material changes proposed by Seller that may affect form, fit, function, reliability, serviceability, performance, regulatory compliance or safety must be submitted to BFDX prior to implementation of any such changes along with a (i) written change notice for BFDX approval; (ii) a description of the Good(s) affected; (iii) the proposed date of implementation; (iv) the reason for the change; (v) the specific details of the

change; and (vi) supporting data necessary to reasonably evaluate the proposed changes. Such material changes may not be implemented without the prior written consent of BFDX.

17. Relationship of the Parties; Assignment; Subcontracting

Neither Party is the agent for the other. Seller may not assign any rights, delegate any of its obligations under this Purchase Order, or subcontract its obligations without the prior written consent of BFDX. Notices. All notices will be sent either certified mail, return receipt requested, delivered personally, or sent by overnight courier, to the attention of the authorized signatory of a Party, or any other individual designated by a Party to receive notice.

18. Force Majeure

Neither Party will be in default of any of its obligations under this Agreement if the default results from acts beyond its reasonable control including, without limitation, governmental acts (official or unofficial); strikes (legal or illegal); acts of God; fires; flooding; or water damage.

19. Governing Law and Venue

This Agreement will be governed by the laws of the State of Utah without regard to its conflict of laws rules. Seller consents to venue in Salt Lake County, Utah, and hereby waives any objections based on forum non conveniens.

20. Severability; Headings; No Waiver

If any of the provisions contained in this Agreement are held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected. The headings and titles of the provisions of this Agreement are inserted for convenience only. No failure or delay on the part of BFDX in exercising any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise of any right or remedy. No provision of this Agreement may be waived except in a writing signed by the Party granting such waiver.

21. Electronic Signatures

The Parties agree that if this Purchase Order is transmitted electronically, neither Party will contest its validity on the basis that the Purchase Order contains an electronic signature.