

TERMS AND CONDITIONS

Article 1 (Purpose)

"Abbott" means Abbott Laboratories, a Philippines corporation. These Terms and Conditions (hereinafter referred to as the "Terms") set forth the terms and conditions of the "Transaction" (as defined in Article 2) that Abbott Japan LLC (hereinafter referred to as the "Abbott") places an order or entrusts to a supplier (hereinafter referred to as the "Orderer") and the Orderer receives or entrusts the order. The contracts set forth in the "Purchase Order" and "These Terms" are hereinafter collectively referred to as the "Agreement".

Article 2 (Definitions)

1. "Employees" means officers and employees (full-time employees, contract employees, part-timers, temporary employees, etc.). Refers to.
2. "Order-Receiving Party" means the "Employee" of the Order-Receiving Party involved in the "Transaction", as well as agents, advisors, subcontractors, etc. of the Order-Receiving Party, and their "Employees".
3. "Deliverable" means the goods, etc. delivered to Abbott by the Orderer as a result of the Transaction.
4. "Transaction Subject" means Abbott's offices, etc. and events that are subject to performance of the Transaction.
5. "Provided Materials" means product samples, materials, information, etc. disclosed and provided by Abbott to the Orderer at the time of the "Transaction", and they (including documents in which information is tangible). Includes copies and reproductions.
6. "Derivative Information, etc." means data, information, etc. obtained through the Transaction other than the Deliverables, and those (including documents in which the information is tangible). It refers to all reports, etc. prepared based on the above, and naturally includes editions (data), designs and materials (photographs, etc.).
7. "Invention, etc." means any invention, improvement, creation, etc. carried out by the "Order-Taker" or "Parties Related to the Order-Taker" based on "Confidential Information".
8. "Confidential Information" means oral or written information (including electronic media such as e-mail and floppy disks). All materials, information, etc. disclosed or provided by Abbott to the Order-Taker (including "Provided Materials, etc."), "Deliverables", "Derivative Information, etc.", "Facts of the conclusion of the "Agreement" and its contents, and all information related to Abbott obtained in the course of concluding and performing the "Agreement" (including Abbott's business and management secrets). Refers to.

9. "Transaction" means the purchase and sale of goods, etc. (including software) used for Abbott's business, or the commission of the creation and production commission, the commission of construction work of Abbott's offices, etc., or the commission of operations related to Abbott's events.
10. "Order Form" means a document prepared by Abbott and agreed upon by the Orderer specifying the details, consideration, etc. of the Transaction.

Article 3 (Transaction)

The specific contents and conditions of the Transaction shall be as set forth in these Terms and Conditions and the Purchase Order.

Article 4 (Consideration, Expenses and Payment Conditions)

1. The consideration and expenses for the Transaction to be paid by Abbott to the Orderer shall be set forth in the Purchase Order.
2. Abbott shall pay the consideration and various expenses for the "Transaction" referred to in the preceding paragraph by transfer to the account designated by the Orderer based on the invoice issued by the Orderer after the completion of the inspection stipulated in Article 7 and on the payment terms stated in the purchase order issued by Abbott. The burden of the transfer fee shall be determined separately by the contractor and Abbott after consultation and agreement.

Article 5 (Provided Materials, etc.)

1. Abbott will disclose and provide to the Orderer any "Provided Materials, etc." that Abbott deems necessary for the Orderer to perform the Transaction.
2. The Orderer shall take all possible measures to store the Provided Materials, etc. so that they are not lost, stolen, damaged or leaked.

3. The Orderer shall not use the Provided Materials, etc. for any purpose other than the performance of the Transaction.
4. The Orderer shall not copy or reproduce the Provided Materials, etc. beyond the minimum necessary for the performance of the Transaction, transmit them to the Order-Receiving Party Persons not involved in the Transactions, or transfer, transfer, lend, or provide them for inspection to any third party other than the Order-Receiving Party.
5. If Abbott requests the Orderer after the termination of the Transaction or even before the termination of the Transaction, the Orderer shall, at Abbott's option, promptly return all Provided Materials, etc. to Abbott or destroy or delete them in an irreparable manner at the responsibility of the Orderer.

Article 6 (Delivery of "Deliverables")

1. Delivery of the Deliverables or performance of the Transaction shall be carried out by the Orderer at the delivery/work location specified in the Purchase Order by the delivery date specified in the Purchase Order, having the contents, quantity, quality, etc. specified in the Purchase Order.
2. In the event that the Orderer is unable to deliver all or part of the Deliverables by the delivery date specified in the Purchase Order, or if there is a possibility that the Orderer will not be able to perform all or part of the Transaction, the Orderer shall promptly notify Abbott of the reason and the scheduled delivery and performance time, etc., and follow Abbott's instructions.
3. If the Contractor intends to deliver the Deliverables or perform the Transaction before the delivery date, the Orderer must obtain the consent of Abbott in advance.

Article 7 (Acceptance Inspection and Liability for Non-Conformity)

1. Abbott shall: (1) within the acceptance period specified in the Purchase Order after delivery of the Deliverables or the completion of the Transaction, or (2) if the Purchase Order does not specify an acceptance period, within Abbott's six (6) business days counted from the date on which the Deliverables are delivered or notified of the completion of the Transaction. The content and quality, etc. of the performance results of the Deliverables or the Transaction shall be examined based on the contents and quality, etc. instructed by Abbott to the Orderer based on the Purchase Order,

and the acceptance shall be completed when Abbott determines that the performance results of the Deliverables or the Transaction have passed the examination.

2. If all or part of the performance result of the Deliverable or the Transaction differs from the content and quality, etc. instructed by Abbott to the Orderer based on the Purchase Order, the Orderer shall, in accordance with Abbott's instructions, repair all or part thereof, provide a substitute, or accept the return thereof free of charge. Must. All costs required for such repairs, provision of substitutes, or returns (including round-trip transportation, work costs, and packaging costs) shall be borne by the person receiving the order.
3. Abbott shall notify the Contractor of the fact that the inspection stipulated in Paragraph 1 of this Article has been completed, and that the inspection has been rejected if the inspection does not pass the examination set forth in Paragraph 1 of this Article.
4. If the notification of completion of acceptance or failure of acceptance as set forth in the preceding paragraph is not given within the period specified in Paragraph 1 of this Article, Abbott shall deem that the acceptance of the results of performance of the Deliverable or the Transaction by Abbott has been completed on the day following the expiration of the period.
5. Notwithstanding Paragraph 1 of this Article or the preceding paragraph, if the performance result of the "Deliverable" or "Transaction" is found to be non-conforming to the contract within one year from the date on which the performance result of the "Deliverable" or "Transaction" passes Abbott's inspection, Abbott shall promptly notify the orderer and notify the orderer of the non-conformity. You may claim free repairs, free provision of substitutes, price reductions and damages, and cancel this Agreement. This clause shall apply to the responsibility of the contractor (including the responsibility stipulated in Article 14 (Third Party Liability)). Is not exempted or mitigated in any way.

Article 8 (Transfer of Ownership)

When the inspection stipulated in the preceding article is completed, the ownership of the "deliverables" and "derivative information, etc." shall be transferred from the order-taker to Abbott.

Article 9 (Risk Burden)

In the event that all or part of the Deliverables are lost, damaged or defaced due to reasons not attributable to either the Orderer or Abbott, the person who bears the losses due thereto shall be classified at the time of the transfer of ownership as stipulated in the preceding Article, and the Order-Taker shall bear the losses incurred before the transfer of ownership, and Abbott shall bear the losses incurred after the transfer of ownership.

Article 10 (Confidentiality)

1. The Contractor shall not leak the Confidential Information or disclose or provide it to a third party without Abbott's prior written consent, or use it for any purpose other than the performance of the Transaction. However, except for personal information, this does not apply if any one of the following items applies.
 - (1) When disclosed or provided by Abbott, it can prove that it was in possession
 - (2) Information that was already publicly known at the time of disclosure or provision by Abbott
 - (3) Information that became publicly known after disclosure or provision from Abbott without the fault of the contractor
 - (4) Information that can prove that the contractor acquired it from a third party with legitimate authority without obliging to maintain confidentiality
 - (5) Information that is not based on "confidential information" but is independently developed by the contractor and that can prove such facts.
 - (6) Information disclosed or provided to courts or regulatory authorities based on laws and regulations or other regulations
2. In the preceding paragraph, if an order-taker discloses or provides "confidential information" to a third party with the prior written consent of Abbott, the order-receiving party shall be subject to obligations equivalent to those imposed in this agreement, and the order-taker shall be fully liable for any breach of the obligations of the third party.
3. In the event that an Orderer discloses or provides Abbott's "Confidential Information" to a court or regulatory authority pursuant to laws or other regulations pursuant to Item 6 of Paragraph 1 of this Article, the Contractor shall immediately notify Abbott

and make efforts to minimize the scope of disclosure and provision.

Article 11 (Related Parties to the Order)

The Order-Receiving Party shall minimize the scope of the "Order-Receiving Party" that handles "Confidential Information" to the extent necessary, and shall cause the "Order-Receiving Party" to perform the same duties as imposed on the Trustee under the "Agreement" even after the contract between the Trustee and the "Trustee Affiliate" is ongoing or terminated, and shall bear all responsibility for any breach of the obligations of the "Order-Receiving Party" and its "Employees".

Article 12 (Attribution of Rights)

1. The contractor naturally includes "confidential information" (plates (data), designs and materials (photographs, etc.). and all rights related to "inventions, etc." (including publishing rights and rights stipulated in Articles 27 and 28 of the Copyright Act) or transfer such rights to Abbott free of charge, agree to cooperate with the procedures for that purpose without delay, and have the "Persons Concerned of the Order" also cooperate. Furthermore, the Orderer shall not exercise or cause Abbott and any person designated by Abbott to exercise or cause the moral rights of the author pertaining to the Deliverables, Derivative Information, etc., or Inventions, etc. obtained from the Transaction.
2. Pursuant to the preceding paragraph, Abbott shall freely use and use (including modification and modification) of "deliverables", "derivative information, etc." or "inventions, etc." without obtaining the consent of the contractor or the "order-receiving party". Or it can be disclosed and provided to a third party. In addition, all rights related to "deliverables", "derivative information, etc.", or "inventions, etc." after modification or modification (including rights stipulated in Articles 27 and 28 of the Copyright Act) Also belongs to Abbott.

Article 13 (Protection of Intellectual Property Rights, etc. of Third Parties and Protection of Personal Information)

1. With respect to this Agreement, the Contractor shall always comply with laws and regulations and the guidance of the supervisory authorities, and shall perform the "Transaction" in a manner deemed appropriate in light of fair business practices, and guarantee that it will not infringe on the intellectual

property rights, trade secrets, know-how, or any other rights of a third party in any case.

2. In the event that a dispute arises with a third party due to infringement of rights, etc. due to the violation of the provisions of the preceding paragraph by the order-receiving party or the "order-receiving party" regarding this Agreement, the order-receiving party shall immediately notify Abbott and resolve all matters at the expense and responsibility of the order-taker, and Abbott shall be exempted from any liability. In addition, the contractor shall compensate Abbott for any damages incurred by Abbott as a result of such disputes.
3. In connection with this Agreement, if the Orderer handles personal information held by Abbott, the Orderer shall separately enter into a "Memorandum of Understanding on the Handling of Personal Information" with Abbott in order to protect the personal information.

Article 14 (Third-Party Liability)

1. In the event that the Deliverables are found or likely to contain non-conformity with the contract or defects specified in product liability, the Contractor and Abbott shall promptly notify the other party, and the Order-Receiving Party shall be responsible for the resolution of the matter and shall promptly deal with it.
2. In the event that Abbott suffers damage due to damage caused to a third party by the Deliverable or the goods incorporating the Deliverables due to non-conformity with the contract of the Deliverables or defects specified in the product liability, the Contractor shall be liable for such damages (including reasonable attorneys' fees). To compensate.

Article 15 (Restrictions on Use in Advertising, etc.)

The Contractor shall not advertise, press release or otherwise publicly disclose this Agreement, its subject matter, and the names of Abbott, Abbott's affiliates, Abbott Laboratories of the United States, Abbott's parent company, and its affiliates, and the names of their products, without Abbott's prior written consent.

Article 16 (Force Majeure)

Contractor and Abbott shall not be liable for any delay or failure to perform all or part of this Agreement due to war, riot, labor dispute, fire, typhoon, flood, earthquake, government regulation or any other reason beyond its

reasonable control. In this case, the contractor or Abbott shall promptly notify the other party of the occurrence of the situation and resolve the matter amicably after consultation in good faith.

Article 17 (Cancellation and Termination of Contract)

1. If the other party does not remedy the breach of this Agreement by the other party within the said period, even though the contractor or Abbott has given written notice of the breach of this Agreement within a reasonable period of time, the "Agreement" may be terminated in whole or in part.
2. If the other party falls under any one of the following items, the contractor and Abbott may immediately terminate all or part of this Agreement without notice or any other procedure.
 - (1) When a bill or check is dishonored, or general payment is suspended.
 - (2) When the Company is subject to a disposition such as cancellation or suspension of business from a supervisory authority
 - (3) When a petition for provisional seizure, seizure, provisional disposition, compulsory execution or auction is filed by a third party, or a disposition for delinquency in payment of taxes and public dues
 - (4) When a petition for bankruptcy, special liquidation, civil rehabilitation proceedings, or corporate reorganization proceedings is received or filed by the applicant
 - (5) When the Company resolves to dissolve, merger, split, or transfer all or a significant part of its business.
 - (6) When the property condition deteriorates or there are reasonable grounds that are deemed likely to do so.
 - (7) When the other party recognizes that any one of the preceding items is likely to occur.
3. Cancellation pursuant to the preceding two paragraphs shall not preclude claims for damages.
4. The Contractor and Abbott may terminate or suspend all or part of this Agreement without any liability if the purpose is to comply with laws and regulations, etc., or requests, orders, or emergency measures from government agencies.
5. Regardless of the reason, Abbott may terminate this Agreement without any liability for damages by notifying the Orderer seven (7) days prior to the delivery date of the Purchase Order. provided,

however, that if the Contractor has already commenced the performance of the Transaction, Abbott and the Contractor shall discuss and agree to respond to the Transaction.

Article 18 (Compensation for Damages)

The order-taker or Abbott shall be responsible for the other party (including the "order-taker related party"). In the event that the Company violates the provisions of this Agreement or laws and regulations, etc., compensation for damages incurred as a result (including reasonable attorneys' fees) shall be incurred. Can be requested to the other party.

Article 19 (Effective Period)

1. The Agreement shall be from the date of establishment of the Agreement (the date on which the Orderer receives or accepts the Transaction) to the date on which all the Transactions specified in the Purchase Order are completed.
2. Notwithstanding the provisions of the preceding paragraph, Article 5 (Provided Materials, etc.), Article 7 (Inspection and Liability for Non-Conformity), Paragraph 5, Article 10 (Confidentiality), Article 11 (Related Parties to the Order), Article 12 (Attribution of Rights), Article 13 (Protection of Intellectual Property Rights, etc. of Third Parties and Protection of Personal Information), Article 14 (Third Party Liability), Article 15 (Restrictions on Use in Advertising, etc.), The provisions of Article 17 (Termination and Termination of Agreement), Paragraph 3, Article 18 (Compensation for Damages), This Article (Effective Period), Article 21 (Governing Law and Jurisdiction), Article 22 (Compliance and Compliance) and Article 23 (Consultation, etc.) shall survive the termination of this Agreement.

Article 20 (Changes)

If the Contractor or Abbott deems it necessary to change the matters stipulated in this Agreement, the Orderer and Abbott shall make the changes in writing after separate consultation and agreement.

Article 21 (Governing Law and Jurisdiction)

This Agreement shall be governed by Japan law. The contractor and Abbott agree that the Tokyo District Court shall be the exclusive court of jurisdiction in the first instance for any dispute related to this Agreement.

Article 22 (Compliance with Laws and Regulations)

In performing the Transaction, the contractor shall strictly comply with industry regulations such as the Fair Competition Code, related laws and regulations related to anti-bribery and corruption, including the U.S. Foreign Corrupt Practices Act, and all other applicable laws and regulations.

Article 23 (Representations and Warranties Regarding Suspension of Qualification)

1. The Order-Receiving Party and the Order-Receiving Party's affiliated companies, agents, subcontractors, or employees of the Order-Receiving Party (including the Investigator in charge of the Trial and the Investigator in charge of the Investigation) who provide the services under the Contract have been responsible for the Contract. You represent and warrant that (a) you have not been suspended, disqualified or excluded as defined below, (b) you are not scheduled to be restricted by any government agency as described in (a), and (c) you have not been convicted or sentenced by a civil tribunal to be limited as described in (a). For purposes of this Agreement, "suspension, disqualification or exclusion" means (i) products to healthcare companies regulated by a supervisory authority or Provision of Services, (ii) participation in clinical trials, (iii) participation in or provision of products or services for Government programs, or (iv) participation in Government programs other than government procurement is prohibited, suspended, or otherwise restricted or deemed ineligible by applicable laws or regulations.
2. In the event that the Contractor violates the representations and warranties set forth in the preceding paragraph, or becomes aware of the commencement of an investigation or proceeding that may result in the imposition of the restrictions set forth in the preceding paragraph, the Contractor shall immediately notify Abbott to that effect.
3. Abbott shall give any notice if the orderer breaches the representations and warranties set forth in paragraph 1 or if an investigation or proceeding is initiated that may result in the imposition of restrictions set forth in paragraph 1 with respect to the orderer; The Agreement may be terminated immediately without notice.

Article 24 (Consultation, etc.)

1. In the event that the contents stipulated in the orderer's quotation described in the "Purchase Order", "These Conditions", and "Purchase Order" differ, the "Purchase Order" shall take precedence over the "These Conditions" and the contents of the Orderer's quotation described in the "Purchase Order" shall take precedence.
2. Matters not stipulated in this Agreement or doubts regarding the interpretation of this Agreement shall be resolved by separate consultation and agreement.