1. AGREEMENT
1.1 Parties. The terms and conditions set forth below, together with those appearing in this purchase order and any attachments hereto, including a Statement of Work (collectively, “Order”), constitute an agreement between AGILENT TECHNOLOGIES, INC., or any other AGILENT entity identified on the face of this Purchase Order, including any and all applicable subsidiaries (“AGILENT”), and the party identified in the “Issued To” box on the face of this purchase order (“Seller”).

1.2 Precedence. In the event of a conflict between this Order and any other written agreement between the parties and specifically covering the same goods or services, the terms and conditions of such agreement shall prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in an SOW will be resolved in favor of the SOW. Notwithstanding the above, this Order shall prevail over any differing or additional terms and conditions proposed by Seller, including, without limitation, those contained in any invoice.

1.3 No Modification. No modification of this Order shall be binding unless in writing and signed by an authorized representative of each party.

2. PRICES AND PAYMENT
2.1 Price. Seller shall sell to AGILENT the goods (“Goods”) or services (“Services”) shown in this Order at the prices specified. Any forecasts provided by AGILENT were provided as an accommodation to Seller, and shall not constitute a commitment of any type by AGILENT. Except as otherwise provided in this Order, prices are exclusive of applicable freight charges and duties.

2.2 Taxes. AGILENT shall be responsible for any applicable sales taxes, provided Seller has submitted appropriate information or documentation to allow AGILENT to recover such taxes as appropriate. AGILENT shall include such taxes with the payment or provide Seller with the appropriate information or documentation to support exemption from such taxes. AGILENT shall have no other or further liability to Seller with respect to any tax, duty, levy or like imposition for which Seller may be liable as a result of the supply of the Goods or Services.

2.3 E-Commerce System. Seller shall submit to AGILENT correct, itemized invoices of all charges for the Goods or Services. Seller shall establish an electronic Seller account through such third party internet-based platform as AGILENT may require from time to time, through which Seller shall submit invoices to and receive purchase orders from AGILENT (the “E-Commerce System”). The electronic Seller account will be established within 30 days of the date of this Order. Seller shall use packaging materials, including pallets, that are free of pests and comply with all applicable regulations regarding Solid Wood Packaging Materials. Seller shall use recycled or reusable packaging materials and minimize the number of different types of packaging materials whenever possible; and Seller shall comply with all applicable requirements regarding packaging recycling, re-use, and returns to AGILENT. Seller shall submit correct, itemized invoices of all charges for the Goods or Services.

2.4 Payment. Unless indicated otherwise on the face of this purchase order, payment shall be due thirty (30) days after the date of AGILENT’s receipt of (a) a correct invoice from Seller; (b) a copy of Seller’s quality assurance report; (c) a copy of the packing list; and (d) the requested delivery date. The information on the packing list must agree with the information on Seller’s invoice.

3. SHIPMENT AND DELIVERY
3.1 Shipment Terms. Seller shall ship Goods in the method identified by AGILENT to permit Seller to meet the delivery date(s) identified by AGILENT on the face of this purchase order (“Delivery Date”). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight. Except as specified below, shipments of Goods shall be FCA (as that term is defined in the Incoterms 2010 handbook) Seller’s place of shipment/export, and title and risk of loss or damage shall pass from Seller to AGILENT at the completion of AGILENT’s designated delivery at the place of shipment/export. If AGILENT agrees to pay for applicable freight charges and duties as part of the purchase price, shipment shall be DDP, and title and risk of loss or damage shall pass from Seller to AGILENT upon Seller’s delivery of the Goods to the “Ship To” address identified by AGILENT on the face of this purchase order.

3.2 Costs. Except as otherwise provided in this Order, AGILENT shall bear all shipping and transport expenses. Seller shall bear all expenses related to handling, packing, packaging, loading and delivery of Goods to the designated carrier, and loading of Goods onto carrier’s conveyance.

3.3 Packaging. Seller shall package and ship Goods so as to protect the Goods from loss or damage, in conformance with good commercial practice, AGILENT specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. Without limiting the generality of the foregoing sentence, Seller shall use packaging materials, including pallets, that are free of pests and comply with all applicable regulations regarding Solid Wood Packaging Materials. Seller shall use recycled or reusable packaging materials and minimize the number of different types of packaging materials whenever possible; and Seller shall comply with all applicable requirements regarding packaging recycling, re-use and returns to AGILENT. Seller shall submit correct, itemized invoices of all charges for the Goods or Services.

3.4 Prospective Failure. Failure to meet the Delivery Date specified on the face of this Order shall constitute a breach of this Order. Seller shall give AGILENT notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date. If only a portion of the Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by AGILENT to reschedule shipment. If only a portion of the Services can be performed on the Delivery Date, Seller shall perform such Services unless directed by AGILENT to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Goods and Services have been shipped. Notwithstanding the above, upon Seller’s notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date, AGILENT regulates the right to terminate the Order and any subsequent Orders without any charge or liability.

3.5 Late Shipment. If, due to Seller’s failure to ship Goods in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Goods by air transportation or other means acceptable to AGILENT, and shall pay for any resulting increase in the cost of freight.

3.6 Early Shipment. If AGILENT receives any shipment more than three working days prior to the Delivery Date, AGILENT may either return the Goods or delay processing the corresponding invoice until the Delivery Date.

3.7 Non-Complying Goods. Seller shall be responsible for all risk and expenses, including transportation charges, associated with (a) the return of all Non-Complying Goods (as defined in section 6.1 below), over shipments, and early shipments returned by AGILENT to Seller; and (b) the shipment to AGILENT by Seller of all repaired, replacement and reworked Goods.

4. CHANGES
4.1 Change or Cancellation. AGILENT may, without any charge or liability, change or cancel any portion of this Order, provided AGILENT gives Seller notice (a) for customized Goods or Services (i.e., supplied exclusively in accordance with AGILENT’s designs or specifications), at least thirty (30) calendar days prior to the Delivery Date; and (b) for all other Goods or Services at any time prior to shipment.

4.2 Actual Costs. If AGILENT changes or cancels any portion of this Order after the time periods set forth above, AGILENT shall be responsible for any resulting costs incurred by Seller that cannot be avoided by commercially reasonable efforts.

4.3 Design or Specification Changes. AGILENT may, without any charge or liability, change, effective upon notice to Seller, AGILENT’s designs or specifications at any time prior to shipment of corresponding Goods or receipt of corresponding Services. If any such change directly affects the prices or delivery schedules of Goods or Services, an equitable adjustment may be made, provided that Seller makes a written claim for an adjustment within 30 days of AGILENT’s notice and prior to shipment of the Goods or provision of the Services, and provided that such equitable adjustment is documented in writing signed by authorized representatives of both parties. If, after reasonable efforts, the parties are unable to agree upon the amount of the adjustment, AGILENT may terminate, without any charge or liability, this Order as to all Goods and Services affected.

4.4 No Process or Design Changes. Seller shall not, without the prior written consent of AGILENT, make any process or design changes affecting the Goods.

5. QUALITY AND WARRANTY
5.1 Quality Control. Seller shall maintain an objective quality program for all Goods and Services in accordance with (a) the latest revision of AGILENT’s Supplier Quality Systems Requirements DWG A-5951-1665-1, and (b) any general specification set forth in this Order or otherwise supplied by AGILENT. Seller shall furnish to AGILENT, upon request, a copy of Seller’s quality program and supporting test documentation.

5.2 Conformance Defects and Liens. Seller warrants that all Goods and Services shall (a) meet the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.

5.3 Non-Infringement Warranty. Seller warrants that all Goods and Services do not and shall not infringe any patent, copyright, trademark, trade secret or other intellectual property right of a third party.

5.4 General Warranties. Seller warrants that (a) Goods are new and do not contain any used or reconditioned parts or materials, unless otherwise specified or approved by AGILENT; (b) Goods are manufactured by or for the original manufacturer and do not contain any counterfeit materials; and (c) Goods and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by AGILENT; and (d) all Services shall be performed in a professional manner.
The document contains the following sections:

1. **PURCHASE ORDER TERMS AND CONDITIONS**
   - C-9320-9009-1 Rev. A1
   - 31-Jan-2016

2. **LICENSE**
   - 7.1

3. **NONCOMPLYING GOODS AND SERVICES**
   - 6.1 AGILENT's Options
   - 6.2 License Grant
   - 6.3 Failure to Provide Complying Goods
   - 6.4 Time for Compliance
   - 6.5 Failure to Re-Perform Services

4. **INDEMNIFICATION, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**
   - 8.1 Intellectual Property in Results of Services
   - 8.2 Infringing Goods And Services
   - 8.3 Removal of AGILENT's Trademarks

5. **LEND**
   - 7.1 License Grant

6. **9. LEGAL COMPLIANCE**
   - 9.1 General Compliance
   - 9.2 Chemical Storage
   - 9.3 Procurement Regulations

7. **OTHER REQUIREMENTS**
   - 9.2.1 Environmental Compliance
   - 9.2.2 Chemical Storage
   - 9.2.3 Procurement Regulations

8. **Confidential Information**
   - 8.4 Confidential Information

9. **LEGAL COMPLIANCE**
   - 9.1.1 Environmental Compliance
   - 9.1.2 Chemical Storage
   - 9.1.3 Procurement Regulations
11. **Imp/Exp Requirements**

11.1 **General Compliance.** Seller shall comply with all applicable import and export requirements, and shall furnish to AGILENT, upon request, information or documentation of Seller’s compliance, as well as any other information or documentation required to enable AGILENT to comply with such requirements applicable to its receipt of any Goods. Without limiting the generality of the foregoing sentence, Seller warrants the following:

11.1.1 **Certification.** Upon AGILENT’s request, Seller shall provide AGILENT with an appropriate certification stating the country of origin for Goods, sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt, and (b) any applicable export licensing regulations, including those of the United States.

11.1.2 **Required Marking.** All Goods shall be marked (or the container shall be marked if there is no room on the Goods themselves or unless exempted from marking) with the country of origin, quantities in the weight and measure of the country to which the Goods are shipped, unit price of each Good, value of any customs assists, total invoice value, currency of the invoice, invoice type, Incoterms 2010 term of sale, carrier name and bill of lading number. The invoice must be issued in the language required by the country to which the Goods are shipped.

11.1.3 **Commercial Invoice.** Seller shall issue a commercial invoice containing, without limitation, the following information: invoice number, invoice date, name and address of the shipper, name and address of the seller (if different from the shipper), name and address of the consignee, name and address of the buyer (if different from the consignee), a detailed description of the Goods, model number, AGILENT part-numbers, serial number of Goods (if goods are serialized), AGILENT-assigned Harmonized Tariff Schedule (HTS) number for the destination country, order number, box number, total number of boxes, total box weight (in kilograms), country of origin, quantities in the weight and measure of the country to which the Goods are shipped, unit price of each Good, value of any customs assists, total invoice value, currency of the invoice, invoice type, Incoterms 2010 term of sale, carrier name and bill of lading number. The invoice must be issued in the language required by the country to which the Goods are shipped.

11.2 **Importer of Record.** If any Goods are imported, Seller shall when possible allow AGILENT to be the importer of record, unless otherwise specified or approved by AGILENT. If AGILENT is not the importer of record and Seller obtains duty drawback rights to the Goods, Seller shall furnish to AGILENT, upon request, information and documentation required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to AGILENT.

12. **Miscellaneous**

12.1 **No Assignment.** Seller shall not assign its rights or obligations without AGILENT’s prior written consent. Any attempted delegation or assignment shall be void.

12.2 **Waiver.** The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.

12.3 **Choice of Law.** Without reference to any conflict of laws provisions, this Order shall be interpreted and governed by the laws of the state or locality of the “Ship To” address identified by AGILENT on the face of this purchase order. Seller hereby consents to the jurisdiction and venue of the courts of such state or locality.

12.4 **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SELLER SHALL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND UNDER SECTIONS 8 AND 9 ABOVE AND FOR CLAIMS OF BODILY INJURY OR DEATH.**

12.5 **Non-Restrictive Relationship.** Nothing in this Order shall be construed to preclude AGILENT from producing, distributing or marketing the same or similar goods or services as the Goods or Services provided under this Order or purchasing such same or similar goods or services from other third parties.

12.6 **Severability.** If a body of competent jurisdiction holds any term or provision of this Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Order will remain in full force and effect.

12.7 **Insurance.** When providing Services to Agilent, Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect AGILENT in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.