Abbott Rapid Diagnostics Ltd
Abbott House
Vanwall Business Park
Maidenhead
SL6 4XE
United Kingdom

STANDARD TERMS AND CONDITIONS OF SALES, PRICES AND QUOTATIONS

Abbott Rapid Diagnostics Ltd reserves the right to accept or reject orders. All prices, quotations, standing order discounts and quantity rates are submitted without obligation and are subject to an annual price increase. All quotations are valid for 30 days unless otherwise stated. By purchase of items from this quotation, proposal or agreement, you agree acceptance of the quotation, proposal or agreement in full, including all products at the stated quantities. These terms and conditions will constitute the terms of sale for the relevant products save in instances where a specific agreement has been negotiated and entered into between the parties.

Prices
Prices are quoted exclusive of VAT and delivery and apply to sales in the UK only. All prices are subject to a review each year and may be revised without notice.

Payment Terms
Invoices are payable within 30 days unless otherwise stated on the invoice or otherwise agreed in writing.

Carriage
Standard delivery is intended to be within 3 working days of order. A standard delivery charge of £25 will be applied to all orders with a value of less than £250. No delivery charge will be applied to standard delivery orders with a value over £250.

Prepaid Orders
Where a customer pays Abbott Rapid Diagnostics in advance for an anticipated supply of products for future call-off, the payment will reside on the customer's account and future deliveries/invoices drawn down against it. All equipment purchases will be delivered within 12 months of order. A report can be requested during the contract highlighting the original invoice amount, each subsequent delivery and the monetary balance outstanding. These orders are taken in good faith and any changes in circumstances should be discussed with a member of the Abbott Rapid Diagnostics sales team in the first instance.

Deliveries
Subject to any standard delivery charges that may be applicable and unless otherwise agreed with the customer, deliveries shall be made CIP at first dispatch from the warehouse per Incoterms 2010 ("Delivery"). Title to the products shall transfer from Abbott Rapid Diagnostics to the customer upon Delivery. Although Abbott Rapid Diagnostics will make every effort to ensure prompt processing and delivery of orders, it cannot be held responsible for delay or non-delivery of orders from causes beyond its control. All breakages, or shortages, must be notified within 5 business days of receipt. Notification of goods not received should be made to Abbott Rapid Diagnostics within 10 business days from the date of the invoice.

Confirmation of Delivery
Provision of hard copy confirmation of delivery requested 3 months after the date of delivery or later will incur a £10 charge at the discretion of Abbott Rapid Diagnostics.

Returns for Exchange or Credit
In certain limited circumstances products may be returned for exchange or credit but only within 14 days of receipt of the goods and provided that the goods are in a re-sale condition. All returns must have the prior written approval of Abbott Rapid Diagnostics. All returns will be subject to a handling/re-stocking/return carriage charge of £40. Credit or exchange will not be given for products:

(a) That require cold storage conditions.
(b) Not purchased directly from Abbott Rapid Diagnostics.
(c) Within 3 months of expiry date.
(d) Without written confirmation that they have been stored in accordance with label requirements.
(e) Opened or damaged or deemed unfit for resale.
(f) Which have been marked with a date of receipt into the laboratory unless this can be removed easily and cleanly leaving the packaging intact.

Exclusion and Limitation of Liability
Abbott Rapid Diagnostics shall not be liable for any economic loss or loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party. The total aggregate liability of Abbott Rapid Diagnostics, whether for negligence or breach of contract or otherwise shall in no event exceed the price payable by the customer for the Goods.

Resales outside EEA / Export Controls
Products may not be resold or supplied for use or consumption to a third party outside the European Economic Area without the prior consent of Abbott Rapid Diagnostics.

Products supplied by Abbott Rapid Diagnostics are subject to US and EU laws and regulations governing their exportation and reexportation, including the US Export Administration Regulations, US trade sanctions regulations administered by the US Treasury Department's Office of Foreign Assets Control (OFAC), and EU trade sanctions regulations.

The resale, transhipment, diversion, or any other transaction involving products supplied by Abbott Rapid Diagnostics, except as permitted under US and EU law, is strictly prohibited. Products supplied by Abbott Rapid Diagnostics may not be resold or otherwise transferred to military or law enforcement purchasers contrary to US law. Customer warrants that, except as authorized by US law, neither it nor any of its officers, directors, employees, or agents shall, directly or indirectly, engage in any transaction or dealing with any party named on any list maintained by OFAC or any other US government agency that identifies parties subject to US trade sanctions and prohibitions, including without limitation the Specially Designated Nationals List, Denied Persons List, Entities List, Debarred Parties List, Unverified List, and General Order List. Customer shall fully cooperate with Abbott Rapid Diagnostics in implementing, monitoring, and maintaining any policies, procedures, and controls that Abbott Rapid Diagnostics reasonably determines are needed to ensure that Customer and its affiliated companies are in compliance with all laws that apply to them, including without limitation the economic sanctions administered and enforced by OFAC and other US agencies.

Customers shall at all times conduct its business in full compliance with all applicable laws and regulations including any applicable anti-corruption laws or regulations.

Force Majeure
Abbott Rapid Diagnostics will not be liable for any failure to perform any contract or supply any materials due to strikes, fires, explosion, flood, riot, lock out, injunction, interruption or transportation, unavoidable accidents, inability to obtain supplies at reasonable prices or other causes beyond its control.

Regulatory and Quality Requirements
Customers shall comply with the following requirements:

1. Store all products received from Abbott Rapid Diagnostics under the labelled storage conditions for the product. Storage areas must be clean, dry and maintained within the temperature range required for the product concerned. Calibrated fridges and freezers shall be used for storage at 2-8oC and <-18oC as required for specific products.
2. Ensure products are transported to customer sites in accordance with the storage conditions specified on the product labelling.
3. Segregate products, both by product identity and lot number, in order to ensure accurate dispatch.
4. Use a stock rotation system for any products with a stated shelf life in order to prevent products exceeding the expiry date.
5. Maintain distribution records for products supplied that include the following:
(a) Name and address of the consignee
(b) Product name and identification code (catalogue number)
(c) Date of shipment
(d) Quantity of product dispatched
(e) Lot number of product dispatched (if the order was made up with more than one lot of the product, then the lot numbers and the quantity of each lot must be recorded)
6. Act on all Field Safety Notifications or product recall activities received from Abbott Rapid Diagnostics related to regulatory or quality matters affecting the product. This will include ensuring that such notices are communicated to customers, and defined product recovery and replacement activities are carried out to agreed timelines in the event of a recall.
7. Communicate all complaints received relating to the products to Abbott Rapid Diagnostics as quickly as possible, and in any event within 48 hours.
8. Inform Abbott Rapid Diagnostics immediately about any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of a device or biological product after its release for sale or distribution complaints, incidents or events that resulted in death or serious injury as pertains to European Medical Device Incident Reporting and findings on risks to safety for users, patients or other persons related to the product.
9. Observe all directions and instructions received from Abbott Rapid Diagnostics in relation to promotion and advertisement of the products. No advertising material shall be placed on the internet or printed until you have received consent on the Abbott Rapid Diagnostics Marketing Authorisation Form.
10. Allow Abbott Rapid Diagnostics, on reasonable notice and within working hours to audit the customers certified Quality System and compliance with these terms and conditions.