

EXTENDED PROTECTION PLAN TERMS AND CONDITIONS

ABBOTT RAPID Dx NORTH AMERICA, LLC, 1101 Greenwood Blvd, Ste 4001, Lake Mary, FL 32746

By executing an Extended Protection Plan Order Form (the "Order Form") or submitting an order for an Extended Protection Plan, you agree to be bound by these terms and conditions (the "Terms and Conditions") in their entirety (together with the Order Form, the "Agreement"). Capitalized terms used and not defined herein have the meanings set forth in the Order Form.

A. WARRANTY. Abbott represents and warrants that the Covered Instruments delivered to carrier for shipment to Customer, or delivered directly to Customer, shall, commencing on the date of receipt of the Covered Instrument and continuing for Term: (1) materially conform to published specifications set forth in the applicable Abbott package insert(s) for such Covered Instrument; (2) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this Section, ABBOTT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Covered Instrument if (a) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operating manual (including use past its expiration date); (b) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Covered Instrument; (c) the serial or lot number of any Covered Instrument has been altered, defaced, or removed; (d) any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (e) the Covered Instrument was purchased from an unauthorized distributor (subsections (a) through (e), collectively, "Warranty Exclusions"). If any Covered Instrument does not comply with the warranty set forth in this Section, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Covered Instruments at no additional expense to Customer. Abbott reserves the right to replace the non-functioning Covered Instruments with one of equal or greater capability. Abbott reserves the right to replace the non-functioning Covered Instruments with reserviced product(s). Authorization for replacement product(s) shall occur during Abbott's normal business hours.

B. DISCLAIMER. Customer assumes all risk for the suitability of the test results obtained by using any Covered Instruments hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Covered Instruments. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ABBOTT'S MAXIMUM AGGREGATE AND TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO ABBOTT BY CUSTOMER FOR THE EXTENDED PROTECTION PLAN. IN NO EVENT SHALL ABBOTT OR CUSTOMER OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

C. CUSTOMER RESPONSIBILITIES OF EQUIPMENT RETURN.

1. Abbott will send Customer the replacement product within two (2) business days along with a shipment return label to facilitate the return of the non-functioning Covered Instrument to Abbott. Customer agrees to promptly return the non-functioning Covered Instrument(s) (known as "Returned Product(s)") to 65 Gannett Drive South Portland, ME 04106. If Returned Product(s) are not received by Abbott within sixty (60) days of Abbott's shipment of replacement product(s) to Customer, Customer shall be invoiced against the Agreement or Customer purchase order provided to Abbott for the full amount of the product's current published list price.
2. Returned Product(s) shall become the property of Abbott. Reasonable care must be taken by Customer to package and ship Returned Product(s) in a manner so as to prevent damage or loss. Customer must clearly include a Return Authorization number (obtained from Abbott Technical Services department) on packaging containing Returned Product(s).

D. DISCLOSURE. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for the Covered Instruments, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.

E. CONFIDENTIALITY. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any third party without Abbott's prior written consent, provided that

Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. The provisions of this paragraph shall survive termination or expiration of this Agreement.

F. PAYMENT TERMS. Payment terms are net thirty (30) days. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month).

G. TAXES. Unless Customer is fully exempt from all taxes, Customer shall pay all taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. If Customer is tax exempt, Customer must provide a tax-exempt certification to Abbott prior to the shipment of the Covered Instrument.

H. ASSIGNMENT. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement to an affiliate without Customer's consent.

I. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding choice of law provisions.

J. FORCE MAJEURE. Neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to events outside the affected party's reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms.

K. WAIVER. The waiver by either party of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.

L. INDEPENDENT CONTRACTORS. The parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement.

M. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third party beneficiary under this Agreement.

N. ENTIRE AGREEMENT. This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both parties.

O. ALTERNATIVE DISPUTE RESOLUTION. If a dispute arises between the parties regarding this Agreement, the parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its subsidiaries or affiliates. The parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter,

and any expenses for a hearing room, shall be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.