





Purchase Order is not acceptable, **SELLER SHALL ADVISE PURCHASER IN WRITING** upon receipt of the Purchase Order.

3. **Order of Precedence.** In the event of a conflict between the Order Details and these Terms and Conditions, the Order Details will prevail. The rights and obligations under these





15. **Shipping.** Seller shall ensure that each shipment of



infringing. Any costs associated with implementing any of the above alternatives shall be borne solely by Seller.

(c) Seller shall assume the defense, at its sole cost, of any claim under this Section. Purchaser may participate in the defense of any claim under this Section at its option and expense, and in its sole discretion. Seller shall not agree to any settlement or compromise that would be binding on Purchaser or its Affiliates, or involves making

prior written consent.

22. **Insurance.** Seller will purchase and maintain, at its own cost and expense, commercial insurance of the types and minimum amounts as follows with licensed insurers with a minimum A.M. Best rating of "A-": (a) U.S.\$2,000,000 per occurrence of commercial general liability insurance, including products and completed operations liability and contractual liability; (b) workers compensation insurance as required by applicable Law and



through no fault of Seller; or (iv) is independently developed by or for Seller without use of the Purchaser

records.

26. **Publicity.** Seller will not disclose the existence or terms of the Purchase Order or a Supplemental Agreement or use Abbott's or its

in any publicity or advertising, announcement, brochure, customer list or website, without prior written consent from Abbott Public Affairs or its designee.

27. **Ownership of Work Product.** All Work Product (defined below), whether required to be delivered or not, shall be promptly disclosed to, and be the sole property of, Purchaser. Seller hereby assigns to Purchaser all right, title and interest in Work Product without any obligation on Purchaser to pay royalties or other remuneration for the Work Product. To the extent the Work Product is copyrightable, it shall be deemed a

U.S. Copyright Act of 1976 or any applicable equivalents outside the U.S. such as Federal Decree-Law No. 38 of 2021 on Copyrights and Neighboring Rights and its Implementing Regulations, applicable in the United Arab Emirates, and shall become and remain the sole property of Purchaser, if not, then Seller hereby assigns such Work Product to

Authorized Work Product

data, communications, material, information, deliverables, software (including object or source code), Intellectual Property or improvements conceived, authored, reduced to practice, made or developed by Seller solely or jointly with others in connection with the Purchase Order or Supplemental Agreement. Without express written instructions from Purchaser, Seller shall not reverse engineer, decompile, disassemble, chemically analyze, modify or create derivative works based on any Provided Item or Purchaser Confidential

Unauthorized Work Product

Work

Product

28. **Pre-existing Intellectual Property.** Notwithstanding the above, neither Purchaser nor Seller shall acquire ownership of any Intellectual Property owned by the other Party, the other Part respective Affiliates or licensors before the date of the Purchase Order or Supplemental Agreement or any Intellectual Property developed independently of the Purchase Order or Supplemental Agreement, and additionally on the part of Seller, not using or otherwise derived from the Purchaser Confidential Information or Provided Items (collectively, Pre-existing Intellectual Property

Affiliates have granted no license, express or implied, to Seller to use their Intellectual Property, except as set forth in this Purchase Order or Supplemental Agreement.

29. **License.** Seller hereby grants to Purchaser and its Affiliates a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance the Pre-existing Intellectual Property (including the right to sublicense) to the extent that such license is required to

enable Purchaser and its Affiliates to make use of or otherwise exploit the Products, including Work Product.

30. **Software.** If software is provided under this Purchase Order and such software is not Work Product, Supplier hereby grants a worldwide, perpetual, royalty-free license to Purchaser and its Affiliates for any use, including copying, accessing, and creating derivative works. Seller agrees that no invoice, shrink-wrap, click-wrap, or other terms and conditions or agreement provided with any software shall be binding, or have any force or effect on, and shall be deemed rejected by, Purchaser, even if the use of such software requires an affirmative acceptance. Seller warrants that no Product, in whole or in part, is subject to, any open source software, freeware, or free use software license terms, including the GNU Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, or any other license that requires that other software, including any Work Product or Products, distributed with such software code be: (a) disclosed or distributed in source code form; (b) licensed for purposes of making derivative works; and/or (c) redistributed at no charge.

31. **Audit; Records and Electronic Data.**

compliance with the Purchase Order, Purchaser, any relevant Authority and their representatives will have the right, at reasonable times and places and upon reasonable notice, to: (a) inspect all facilities, resources and procedures employed by Seller in manufacturing or providing the Products; and (b) examine all records relating to the Products, which Seller agrees to maintain in a manner that allows them to be readily retrievable at request and to prevent deterioration, damage or loss of such records or electronic data for a retention period: (i) of ten (10) years past the Delivery Date, or (ii) as required by applicable Laws, whichever is greater.

Seller will return in a non-proprietary format, destroy and/or securely erase such records and electronic data

Seller shall notify Purchaser in the event of any loss, damage, or destruction of any records or electronic data during the retention period.

32. **Remedies Not Exclusive.** The rights and remedies of Purchaser provided under these Terms and Conditions are cumulative and not exclusive, and are in addition to any other rights and remedies provided at law or in equity or in any Supplemental Agreement.

33. **Independent Contractor.** The relationship of the Parties is that of independent contractors. The Parties will not be deemed partners or joint ventures, nor will one Party be deemed an agent or employee of the other Party. Neither Party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other Party or to bind the other Party to any contract, agreement or undertaking with any Third Party, and no conduct of a Party shall be deemed to imply such right.



