



**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**Last Updated: May 2025**

**1. General.** These General Terms and Conditions of Purchase (the “**Terms and Conditions**”) shall apply and be incorporated into and made a part of any Purchase Order (“**Purchase Order**” shall include the purchase order as well as any other document and/or agreement to which these General Terms and Conditions of Purchase are attached to and/or referenced in) for any Services performed and/or Goods delivered to Buyer by Supplier as specified in the Purchase Order, unless a written agreement signed by Buyer and Seller otherwise governs the purchase of the Goods and Services covered by the Purchase Order, in which case, the terms of the parties’ executed written agreement shall govern to the extent they are inconsistent with these Terms and Conditions. The contract documents consist of these Terms and Conditions and the applicable Purchase Order, any attachments and addenda thereto, and are as fully a part of the parties’ agreement as if attached to these Terms and Conditions or repeated herein (collectively, the “**Agreement**”) and shall govern the Agreement to the entire exclusion of all other terms or conditions and any variation by the Supplier to these Terms and Conditions shall have no effect unless expressly agreed in writing by Buyer. **By completing Buyer’s onboarding process, providing any Services and/or Goods to Buyer under a Purchase Order, and/or submitting an invoice for payment, Supplier indicates assent to these Terms and Conditions and expressly acknowledges and agrees that it is bound by all terms contained in the Agreement.** Buyer's purchase and/or performance hereunder is expressly made conditional on Supplier's agreement to the terms and conditions of the Purchase Order. Acceptance by Buyer of the Goods, Services, or work performed under the Purchase Order shall not constitute acceptance of Supplier’s terms and conditions. All rights and remedies conferred upon Buyer here under shall be cumulative and in addition to, and not in lieu of, any rights and remedies conferred upon Buyer by law.

**2. Definitions.**

2.1 “**Buyer**” means Omnicell Inc., MTS or any of Omnicell's affiliates.

2.2 “**Deliverables**” shall include (a) all documents, goods, maps, photographs, specifications, samples, drawings, CAD materials, books, data, recordings, calculations, diaries, memoranda, manuals, correspondence, documentation, plans, programs, processes, products, equipment, reports, studies, designs, know-how, trade secrets, communications written or oral and any other information or deliverables, of any form or media, developed or created by Supplier or any Subcontractor (defined below) of Supplier in connection with this Agreement or delivered by Supplier or provided by Supplier to Buyer under this Agreement; (b) all embedded software, tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications, and all other equipment, materials, and property that are (i) furnished by Supplier (or its Subcontractors) to Buyer, (ii) procured, produced, manufactured, or fabricated by Supplier (or its Subcontractors) in connection with its (or their) performance hereunder, or (iii) are in any manner paid for directly or indirectly by Buyer; and (c) to the extent transferable under applicable law, all intellectual property, invention, or know-how that Supplier or its Subcontractors produce in performing this Agreement.

2.3 “**Goods**” means the parts, spare parts, software, equipment, hardware, tooling and/or other items ordered or to be ordered by Buyer from Supplier as set forth in the Purchase Order.

2.4. “**Services**” means all services furnished by Supplier and purchased by Buyer pursuant to the Agreement and/or listed in the Purchase Order, and includes all Goods and Deliverables and other ancillary goods, products, and materials provided by Supplier to Buyer under the Purchase Order.

2.5. “**Software**” means the software products and/or goods, including but not limited to executables, database objects (tables, indexes, stored procedures, and triggers), object code, source code, and reports for those software products and/or goods identified in a Purchase Order, any software provided by Supplier for use in connection with the Goods and Deliverables, and/or software embedded, included, and/or incorporated in the Goods and/or Deliverables; all related documentation; and all additions, improvements, corrections, and updates to the Software.

2.6. “**Supplier**” means the person, firm or company supplying the Goods and Services under the Purchase Order, including all sales or other agents, subcontractors, employees and distributors thereof.

The Purchase Order constitutes Buyer's offer to purchase the materials or services described herein. It becomes a binding contract on the terms provided herein when it is accepted either by acknowledgment or by performance. Within two (2) business days of Supplier's receipt of the Purchase Order, Supplier shall expressly acknowledge receipt and acceptance of the Purchase Order and its requirements.



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**3. Rescheduling or Cancellation of Purchase Orders.** Buyer may reschedule the Purchase Order, or any portion hereof, at no additional cost or penalty, provided that written notification of reschedule occurs three (3) business days prior to Supplier's actual shipment. Buyer may cancel all or any part of the Purchase Order prior to Supplier's shipment date by giving Supplier written notice of cancellation. In the event such cancellation, Buyer shall pay Supplier as its sole and exclusive compensation under the Purchase Order the price specified herein for the portion, if any, of Supplier's performance hereunder which has theretofore been finally accepted by Buyer. Notwithstanding the foregoing, if the Goods consist of items specifically manufactured to Buyer's design or specifications, Buyer may, elect within a reasonable time after giving notice of termination hereunder to accept delivery of all or any portion of such Goods, finished or unfinished, not previously accepted by Buyer. In any case, Buyer shall pay Supplier as its sole and exclusive compensation (except in cases of Buyer's gross negligence or willful misconduct) the lesser of (i) the sums (including reasonable allowance for overhead and profit) actually expended by Supplier to procure and/or process such Goods, or (ii) that portion of the contract price for such Goods which objectively corresponds to the extent to which Supplier has completed its performance with respect to such Goods. Buyer may exercise its rights hereunder at any time, whether or not Supplier is or has been in default hereunder.

**4. Shipping.** All materials or articles furnished by Supplier here under shall be shipped in accordance with shipping instructions provided by Buyer, or, if no such instructions are provided, by best route and mode of transportation. Supplier shall be liable for any cost, loss, damage, liability or excess shipping costs incurred by or for the account of Buyer as a result of Supplier's failure to comply with this paragraph. When the applicable carrier's tariffs do not include insurance, all shipments must be forwarded properly insured by Supplier. No charge will be allowed for cartage, packing or handling unless specifically agreed to in writing by Buyer. Unless otherwise specified, the terms of delivery are F.O.B. destination, which means Supplier causes the shipment of Goods to arrive at the Buyer-designated destination point on the delivery date specified. Title to the shipment of Goods remains with Supplier until delivery is completed. Supplier shall pay and bear all transportation costs, risk of loss or damages, including hidden loss or damages not discernible to Buyer at time of Buyer's good faith receipt thereof. Delivery must be affected within the time stated in the Purchase Order. Time of shipment and other aspects of performance hereunder are of the essence in Supplier's performance of its obligations under the Purchase Order. Unless otherwise agreed to in writing by Buyer, no partial or C.O.D. shipments will be accepted. In the event Supplier fails to deliver the Goods within the time specified, Buyer may, at its option, decline to accept the Goods and terminate as of right the Purchase Order or may demand its allocable fair share of Supplier's available Goods and terminate the balance of the Purchase Order.

**5. Packing.** Supplier will preserve, pack, package and handle the Goods in accordance with any specifications provided by Buyer and will use best commercial practices to protect the Goods from loss or damage. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including with respect to its accompanying information, packing, labeling, reporting, carriage and disposal. Supplier will include with each delivery of products a uniquely numbered packing slip identifying the Purchase Order number, the Buyer part number for each of the Goods (if applicable), a description and the quantity of each of the Goods and the date of shipment. If the part is serialized, the serial number barcode label must be on the part itself (space permitting) as well as on the inner and outer packaging. For each shipment where multiple serial numbers exist, all serial numbers must be barcoded on the packing list or outermost packaging for barcode scanning.

**6. Excess and Early Shipments.** Unless otherwise specified herein, the quantity set forth herein is the net quantity to be delivered, and no payment shall be made for shipments in excess of such quantity unless pre-authorized by Buyer in writing. Shipments received in advance of the scheduled delivery date may, at Buyer's option, be returned at Supplier's sole risk and expense.

**7. Payment and Discount.** Unless otherwise stated and agreed upon otherwise, payment of undisputed invoices will be due sixty (60) days after the date listed on the pertinent invoice, which date shall be no earlier than the delivery date. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order. All payments will be made in Euros unless otherwise stated in the Purchase Order. Buyer may, at any time, set off any amounts Supplier owes Buyer against any amounts Buyer owes to Supplier or any of its affiliated companies, provided such amounts are certain, liquid, and due in accordance with applicable law. All prompt payment discount



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periods applicable hereto shall commence on the date Buyer receives the articles or materials or the date Buyer receives a correct invoice therefore, whichever is later.

**8. Invoicing.** To reduce and/or avoid any delays in payment, Supplier will submit invoice(s) directly to the Buyers Accounts Payable department. To send electronically, please forward to the following email address: AccountsPayable@omnicell.com. To send via mail, remit to the following address: Omnicell, Attn: Accounts Payable, 1er etage/Aile C, 2 Rue Marie Hamm, Strasbourg 67000 France. Invoices that are sent directly to Omnicell employees without also being sent to Accounts Payable could result in delayed processing and/or delayed payment.

**9. Warranty Period.** Supplier warrants to Buyer that Goods will fully comply with Supplier's specifications and all applicable laws regulations and industry standards for the twenty-four (24) month period commencing from Buyer's receipt of Goods at the Buyer-designated destination point. All Services shall be performed in a professional and workmanlike manner consistent with industry standards. Supplier further warrants that the Goods sold under the Purchase Order will be free of any latent defects for a cumulative period of sixty (60) months from date of Buyer's receipt of each Goods. The foregoing warranties shall inure to the benefit of Buyer, its successors, assigns and customers and to users of Buyer's products, and shall survive acceptance and use of and payment for such articles or materials.

**10. Inspection.** All Goods are subject to final inspection by Buyer after receipt thereof, and Buyer, in addition to any other right of Buyer, may reject or treat as non-conforming (including revoking acceptance of) all or any portion of such Goods which fail to conform to the requirements of the Purchase Order. Any Goods so rejected will be returned to Supplier at Supplier's sole risk and expense, and Supplier will promptly refund any payment theretofore made by Buyer on account thereof. All Goods must conform to Buyer's quality standards, including without limitation Buyer's Department Operating Procedure 66-1022, Incoming Inspection 61-1002 and Discrepancy Report 66-1018, which are hereby incorporated by reference and made available to Supplier prior to acceptance of the Purchase Order. Buyer may inspect the materials and workmanship covered by the Purchase Order from time to time at any time and at any reasonable place.

### **11. Materials Compliance.**

11.1 RoHS. Supplier must ensure all Goods provided to Buyer under the Purchase Order meet current RoHS compliance requirements, per RoHS2 Directive 2011/65/EU. Supplier shall provide a certificate of compliance for all Goods delivered. Directive available upon request.

11.2 REACH. Upon request, in form and substance satisfactory to enable Buyer to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH"), Supplier will provide Buyer with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under the Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH, promptly but no later than forty-five (45) days of receiving such request. Supplier agrees that it will include any Omnicell "Identified User" in its REACH registrations or applications for authorization, unless Supplier notifies Buyer that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case, Buyer will have the right to terminate the Purchase Order without incurring any damages.

11.3 Goods will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.

11.4 Supplier will avoid use of materials of concern in the Goods provided to Buyer under the Purchase Order, including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane etc.), Carcinogens (known or suspected), Mutagens, Radioactive materials, Reproductive toxins (known or suspected), Beryllium, Hexavalent chromium, Asbestos or other respirable fibers, Brominated flame retardants or Nanoparticles. Supplier will proactively inform Buyer of any above listed substances contained in any Goods supplied under the Purchase Order. If applicable, Supplier will be responsible for all costs and liabilities for or relating to the disposal and/or recycling of materials, waste and products of these substances and related Goods.

11.5 SCIP. Upon request, in form and substance satisfactory to enable Buyer to meet its compliance obligations with regard to Directive (EC) No 851/2018 Substances of Concern In articles such as Products ("SCIP"), Supplier will provide



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Buyer with complete information and evidence related to their SCIP submissions to the European Chemical Agency in accordance with these requirements, for any chemical listed on: <https://echa.europa.eu/candidate-list-table> in what percentages the Substance of Very High concern the purchased items / product contains. Including all safety information required under SCIP and information regarding the registration or pre-registration status of any Goods pursuant to SCIP, promptly but no later than 45 days of receiving such request. Supplier agrees that it will include any Omnicell "Identified User" in its SCIP registrations or applications for authorization, unless Supplier notifies Buyer that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case, Buyer will have the right to terminate the Purchase Order without incurring any damages.

**12. Confidential Information.** As used herein, the term "Confidential Information" means any confidential or proprietary information, tools, designs, drawings, specifications, computer models, computer model libraries, schematics, plans, mask works, prototypes, engineering samples, trade secret, or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to Buyer, its present or future products, sales, suppliers, customers, employees, investors or business, and either identified by the Buyer as its Confidential Information, or reasonably identifiable as confidential information of the Buyer given the circumstances of its disclosure, whether in oral, written, graphic or electronic form. Buyer retains ownership of all Confidential Information and all documentation which contains Confidential Information. During the entire term of the Purchase Order and for a duration of ten (10) years after the termination or expiration of the Purchase Order, Supplier shall not disclose, duplicate or reproduce any Confidential Information nor shall Supplier use any Confidential Information other than in the course of performing its obligations hereunder. Supplier shall comply with Buyer's required information security and privacy controls as in force on the date of the Purchase Order and made available to Supplier (and their subsequent updates available at <https://www.omnicell.com/vendor-security-documents/>, if expressly acknowledge in writing by Supplier) which are incorporated into these Terms and Conditions by reference in its implementation and maintenance of no less than commercially reasonable administrative, technical, and physical safeguards and security procedures and practices, appropriate to the nature of the information, to protect and ensure no unauthorized use or disclosure occurs to Buyer's data.

**13. Indemnification.** Supplier will indemnify and hold Buyer harmless from and against any and all demands, claims, liabilities, judgments, costs and expenses of every nature (including actual attorney's fees, expert witness fees, and costs of suit) arising out of or relating to the breach by Supplier of any representation, warranty, or obligation set forth in the Purchase Order. In addition, Supplier agrees to indemnify and hold harmless Buyer, its customers and all persons claiming under Buyer against all claims, demands, costs, loss damage and liability based on any claims, suites, actions, or proceedings that allege that (i) the Goods, in whole or part, or Buyer's use thereof, infringes upon any U.S. patent, trademark, copyright or other intellectual property right or misappropriates any third party trade secret, or (ii) the Goods, in whole or party, have any actual or alleged defects in material, workmanship or design. Supplier shall settle or defend at its expense all such claims and suits asserted or brought against Buyer under this Section 13 and shall pay all damages, costs, fines and assessments resulting therefrom; provided, however, that Supplier shall not settle any such claims, demands, costs, loss, damage and liability unless it unconditionally releases Buyer of all liability. Supplier shall take all precautions necessary to prevent the occurrence of any personal injury or loss or destruction of property in connection with the Purchase Order. If a third party enjoins or interferes with Buyer's or any customer's use of any Goods, then, in addition to Supplier's obligations hereunder, Supplier shall, at its sole expense, either: (a) obtain any licenses necessary for Buyer to use the Goods as provided herein; (b) replace or modify the infringing Good(s) with a non-infringing product as necessary to permit Buyer to continue to use the Good(s) in all material respects as set forth in the Purchase Order; or (c) if Supplier reasonably determines that neither (a) or (b) above are possible, then Supplier will promptly refund to Buyer the amount paid for any affected Good(s), as well as any and all other Goods the use of which is impaired by such injunction or interference.

**14. Intellectual Property.** Except as otherwise agreed expressly by the parties in writing, all inventions, improvements, discoveries, developments, original works of authorship, software, trade secrets or other intellectual property conceived, developed or reduced to practice by Supplier in connection with or in any way relating to the Purchase Order, including any Goods, (collectively, the "**Work Product**") are "works made for hire". Supplier shall



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treat all Work Product as the proprietary property of Buyer. Supplier agrees to assign, and does hereby assign, to Buyer and its successors and assigns, without further consideration, to the extent applicable by the law, Supplier's entire rights, title and interest in and to the Work Product, whether or not patentable or copyrightable. This assignment is made: (i) in exchange of the fees paid in the context of the Purchase Order and free of any future royalties; (ii) on a worldwide basis; (iii) as at the date of creation and for the duration of protection of intellectual property rights; and (iv) for any modalities of exploitation known at the time of this assignment. Such assignment shall include in particular the following rights: (i) the right to reproduce or digitize the whole or part of the Work Product in any form and format, on any analogical or digital media, by any process, each whether existing now or to be discovered in the future, in any language, and to make or have made any original or copies; (ii) the right to represent the whole or part of the Work Product in any form and format and by any process, each whether existing now or to be discovered in the future; (iii) the right to use the Work Product, in whole or in part, in any language and in any country, by any process inherent in said rights of use; (iv) the right to distribute in whole or in part the Work Product, which shall include the right to sell, loan, license, rent, distribute, download in any language and by any means whether known at present or to be discovered in the future; (v) the right to modify, adapt, improve, correct, translate in any form and presentation all or part of the Work Product, in any language including the right to upgrade by adding or removing; (vi) the right to perform any work or service in order to obtain an interface, which enables the interoperability of any software, if any, with other software products; and (vii) the right to grant licenses/sublicenses in whole or in part, on the rights assigned to Buyer in accordance with this clause. Supplier further agrees to execute all applications for patents and/or copyrights, domestic or foreign, assignments and other papers necessary to secure and enforce rights related to the Information. The foregoing paragraph shall not be construed to provide that Buyer is the owner of any pre-existing intellectual property rights of Supplier or any third party that may be present within any such Work Product ("**Pre-Existing IP**"). Supplier shall inform Buyer in writing of any Pre-Existing IP that is incorporated into the Work Product. In all such cases, however, Buyer shall be and is hereby granted a perpetual, irrevocable, worldwide, fully paid, royalty-free, transferable right and license, with the right to sublicense, to use, reproduce, distribute, publicly display, and publicly perform any such Pre-Existing IP and to prepare and/or have prepared derivative works of such Pre-Existing IP in connection with Buyer's use of the Work Products. No termination of the Purchase Order for any reason shall terminate the rights of Buyer that are set forth in this Section 14.

**15. Compliance with Laws and Integrity.** In the performance of the Purchase Order, Supplier shall at all times comply with Omnicell's Code of Conduct, as made available to Supplier prior to acceptance of the Purchase Order, and accessible at <https://www.omnicell.com/supplier-code-of-conduct> (subsequent updates shall apply only if expressly acknowledged by Supplier) all applicable industry standards and federal, state and local laws, rules and regulations, including, but not limited to, federal and state worker's compensation laws, the Fair Labor Standards Act of 1938, as amended, Anti-Slavery and Human Trafficking Laws, Foreign Corrupt Practices Act, and all rules and regulations promulgated thereunder. Supplier agrees to provide Buyer with such reasonable assistance and information as it may require from time to time to enable Buyer to perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable laws. Supplier shall permit Buyer or Buyer's agents for this purpose to have such access on demand to Supplier's premises, personnel, systems, books and records as required to verify Supplier's compliance with this clause. In addition, Supplier will provide all requested evidence of compliance with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the Agreement and Supplier's performance thereunder to Buyer's third party data partner using the requested industry standardized formats. Supplier agrees to respond and support fulfillment of the declarations and to respond to any requests for feedback or notifications of errors. Supplier will provide these declarations on a timely basis, but in all events within ten (10) business days from the date Supplier receives such requests, either from Buyer directly or from Buyer's third party data partner. Supplier will immediately give written notice to Buyer upon a breach, or suspected breach, of any of its obligations referred to in this clause occurring; and/or of any non-compliance by it or its officers, employees, agents or sub-contractors with the Omnicell Modern Slavery Policy (available upon request). Such notice will set out full details of the breach or suspected breach or non-compliance.

**16. Governing Law and Venue.** The Purchase Order shall for all purposes be governed by and interpreted in accordance with the laws of France, excluding its conflict of interest rules. Any suit or proceeding arising out of or relating to the Purchase Order shall be commenced exclusively in the courts of Paris, France and each party



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irrevocably submits to the jurisdiction and venue of such courts. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT WILL NOT APPLY TO THE PURCHASE ORDER.

**17. Default and Excusable Delays.** Any failure by Supplier to fully comply with any requirement of the Purchase Order, including, but not limited to, any failure to meet the delivery schedule set forth herein, shall constitute a default. Upon Supplier's default, and after formal written notice ("mise en demeure") Buyer may, at its option and in addition to any other remedies to which Buyer may be entitled, terminate all or any portion of the Purchase Order automatically ("de plein droit"). Except as otherwise provided in the following sentence, Supplier shall reimburse Buyer for any cost, loss, damage and liability incurred by Buyer by reason for Supplier's default. Supplier shall not, however, be liable for any additional cost, loss, damage and liability of Buyer resulting from any delay in delivery hereunder to the extent delivery is made impossible by reason of unforeseeable causes beyond control of Supplier which are not attributable in whole or in part to any act of failure to act by Supplier, provided Supplier uses its best efforts to effect delivery in a timely manner.

**18. Insurance.** Supplier shall at all times maintain such public liability, property damage, employer's liability, automobile liability, worker's compensation, and other required governmental insurance as to comply with all applicable laws and regulations and to fully protect Buyer and Buyer's customers against any potential liability with respect to the foregoing.

**19. Liens.** All Goods shall be free of all liens and encumbrances, and at Buyer's request, Supplier shall deliver to Buyer a release of all liens or other evidence thereof satisfactory to Buyer.

**20. Property Furnished by Buyer.** Supplier shall use any design, tools, patterns, drawings, information, specifications, equipment, or other property furnished by Buyer hereunder ("Buyer Materials") only in the performance of Supplier's obligation hereunder and not otherwise, except with Buyer's written consent. All Buyer Materials shall remain the property of Buyer. Buyer grants Supplier a non-transferable, revocable license during the term of the Purchase Order to use Buyer Materials for the sole and limited purpose of the performance of Supplier's obligation hereunder. Upon completion or termination of the Purchase Order, or upon Buyer's earlier request, all Buyer Materials shall be returned to Buyer. When Buyer furnishes material to be used in the performance of the Purchase Order, all such material, except that which becomes normal industrial waste or is replaced at Supplier's expense, shall be returned to Buyer in the form of finished parts or unused material. Supplier shall exercise reasonable care in safeguarding all materials furnished by Buyer hereunder. Buyer reserves all patent, copyright, and trade secret rights to all features of any property furnished by Buyer. Buyer does not in any way warrant the property which it furnishes. Buyer Materials shall be considered Confidential Information for the purpose of the Purchase Order.

**21. Ceiling Prices; Taxes.** Supplier warrants that the prices invoiced hereunder are as low as any prices charged by Supplier for the same or similar products or services. In the event Buyer finds out Supplier is in breach of the foregoing sentence, Buyer shall be entitled to apply any difference to future invoices. Supplier warrants that the prices invoiced hereunder will not exceed the lower of (i) the prices set forth herein, or (ii) any applicable ceiling prices established pursuant to any statute, executive order, ordinance or government regulation or by any governmental agency. The prices set forth herein include all applicable taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and other government-imposed surcharges, and such prices shall not be subject to change as a result of any change in Supplier's tax or other liabilities.

**22. Independent Contractor.** The relationship between Buyer and Supplier is one of independent contractors and neither party will at any time or in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party.

**23. Assignment.** Supplier may not assign any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without Buyer's prior written consent, which may be granted or withheld in Buyer's



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sole discretion. Any attempted assign mentor transfer without such consent will be void ab initio. Buyer may freely assign or delegate its rights or obligations under the Purchase Order.

**24. Subcontracting.** Supplier may not subcontract any of its rights or obligations under the Purchase Order without Buyer's prior written consent. If Buyer consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Buyer for all damages and costs of any kind incurred by Buyer or any third party and caused by the acts and omissions of Supplier's Subcontractors and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the subcontractor. Supplier will defend, indemnify and hold Buyer harmless for all damages and costs of any kind, without limitation, incurred by Buyer and caused Supplier's failure to pay a subcontractor.

**25. Entire Agreement; Modification.** The Purchase Order and the documents referred to herein contain the entire agreement of the parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing, the parties acknowledge that they may have separately executed a master agreement ("MSA") for the procurement of Goods, in which case, in the event of an irreconcilable conflict among the provisions of that MSA and these General Terms and Conditions of Purchase, the following order of precedence applies: a) the MSA; then b) the face of the Purchase Order; and then c) these General Terms and Conditions of Purchase. The parties agree that no terms or conditions in any modification of the foregoing provisions shall be binding upon either party, unless hereafter made in writing and signed by an authorized representative of both parties. Without limiting the foregoing, no modification shall be effected by the receipt of, or Buyer's acceptance of any Goods that are accompanied by, Supplier's acknowledgements, invoices, shipping documents or other forms containing terms or conditions in addition to or different from the terms and conditions set forth herein.

**26. Supplier Performed Work at Buyer's Facility.** Supplier shall take such steps as may be reasonably necessary to prevent personal injury or property damage during work performed by Supplier at Buyer's facilities, if any. Supplier shall indemnify and hold Buyer harmless, and the owners of the building if other than Buyer, and Buyer's officers, directors, agents, and employees, against all loss, liability and damages arising from any negligent act or omission of Supplier, its agents or employees while on Buyer's premises.

**27. No Waiver.** All waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any Section of the Purchase Order on one occasion will not be deemed a waiver of any other Section or of such Section on any other occasion.

**28. Quality and Environmental Management System.** Supplier agrees to implement and sustain a quality management system that conforms to the requirements set forth in the latest revision of the Supplier Quality Manual, available upon request. Supplier will be expected to present for review their Environmental Management Systems that include environmental, safety, occupational health, human rights and labor (including child labor) policies, and ethics into their business and decision-making processes. This would also include the use of continuous improvement practices wherever possible.

**29. Hazardous Goods.** Supplier will obtain all the licenses, permits, and other governmental approvals necessary, in all relevant jurisdictions, concerning the shipment of Goods, including, but not limited to, the transfer of hazardous goods. Supplier will have sole responsibility and liability for any hazardous material or dangerous goods handled under the Purchase Order until its delivery to its ultimate destination. Supplier will provide Buyer, upon request, with copies of all permits or other documents required to prove such approvals.

**30. Conflict Minerals (CM).** Supplier must ensure compliance with annual reporting requirements as defined in Form SD-SEC 1502. Supplier is expected to ensure that Goods are free from "conflict minerals"; columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives such that they do not directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of the Congo or an adjoining country. Directive available upon request.



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**31. Affirmative Action Regulation..** Supplier and its subcontractor shall abide by the requirements of any applicable law against discriminations, in particular of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**32. End of Life ("EOL").** Supplier agrees to provide not less than one (1) year's prior written notice to Buyer of any contemplated discontinuance of the sale of any Goods provided pursuant to the Purchase Order and carry raw material inventory for a minimum of eighteen (18) months from date of notice in order to continue to provide Goods to Buyer.

**33. Blanket Purchase Orders and Forecast.** Buyer may periodically issue blanket purchase order(s) or scheduling agreements to Supplier. Such Purchase Orders may contain quantities of Goods, time periods for delivery or a maximum value and terms of sale, but shall not create a commitment on Buyer to purchase Goods and are for invoicing purposes only. Buyer shall use commercially reasonable efforts to provide Supplier a monthly forecast (either electronically or by facsimile), showing Buyer's anticipated requirements for the Goods for the upcoming twelve (12) months ("Forecast"). Within twenty-four (24) hours of receipt of a Forecast, Supplier shall provide to Buyer, electronically or by facsimile, confirmation or otherwise of Supplier's ability to meet the quantities and delivery dates (if any) for the Goods set forth in the Forecast. Supplier's confirmation shall be based on established lead times. Supplier shall advise Buyer if Supplier does not receive a Forecast within thirty (30) calendar days of the previous Forecast. However, a Forecast shall not serve to create any binding obligations on the part of Buyer.

**34. Artificial Intelligence.** If the Goods and/or Services provided by Supplier to Buyer under the Agreement contain or involve the use of artificial intelligence, then Buyer's Artificial Intelligence Terms and Conditions for Vendors as available at <https://www.omnicell.com/vendor-ai-terms-and-conditions/> on the date of the Purchase Order (and provided to Supplier or expressly acknowledged prior to acceptance) are incorporated into the Agreement by reference and apply to Supplier's provision of such Goods and/or Services.

**35. Survival.** The following provisions of these Purchase Order terms will survive any termination or expiration of the Purchase Order in accordance with its terms: Section 9 (Warranty Period); Section 12 (Confidential Information); Section 13 (Indemnification); Section 14 (Intellectual Property); Section 15 (Compliance with Laws and Integrity); Section 17 (Default and Excusable Delays); Section 20 (Property Furnished by Buyer) and Section 23 (Assignment), Section 35 (Survival).