GENERAL TERMS AND CONDITIONS OF PURCHASE
Last Updated: May 2025

1. General.
1.1 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 separate master agreement signed by Buyer and Seller otherwise governs the purchase of the Goods and Services covered by the Purchase Order (the "**MSA**").
1.2 In the event of an irreconcilable conflict among the provisions of the MSA and these Terms and Conditions, the following order of precedence applies: a) the MSA; then b) the face of the Purchase Order; and then c) these Terms and Conditions.
1.3 The contract documents consist of these Terms and Conditions and the applicable Purchase Order, any attachments and addenda thereto, (collectively, the "**Agreement**"). Any variation by the Supplier to these Terms and Conditions shall have no effect unless expressly agreed in writing by an authorised representative of Buyer.
1.4 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 these Terms and Conditions. Acceptance by Buyer of the Goods, Services, or work performed under the Purchase Order shall not constitute acceptance of Supplier's terms and conditions.
1.5 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 or otherwise.
1.6 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 (the "**Effective Date**"). 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.

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) all Intellectual Property Rights, invention, or know-how that Supplier or its Subcontractors produce in performing this Agreement.
2.3 "**Force Majeure Event**" means an event, the occurrence of which is beyond the reasonable control of Supplier and of which is not attributable in whole or in part to any act of failure to act by Supplier, including: (i) Acts of God (including earthquake or other natural disaster), act of terrorism, war or warlike operations, civil unrest or riot; and (ii) industrial action (other than of the Supplier's own workforce), fire, flood and explosion.
2.4 "**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.
2.5 "**Intellectual Property Rights**" means: (i) patents, rights to inventions, designs, copyright and related rights, database rights, trade marks, related goodwill and the right to sue for passing off and/or unfair competition and trade names, in each case whether registered or unregistered; (ii) proprietary rights in domain names; (iii) knowhow, trade secrets and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

2.6. “**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.
2.7. “**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.
2.8. "**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.

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 such 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 of such cancellation, Buyer shall pay Supplier as its sole and exclusive compensation under the Purchase Order the price specified in the Agreement for the portion, if any, of Supplier's performance hereunder which has been finally accepted by Buyer before such cancellation. Notwithstanding the foregoing, if the Goods consist of items specifically manufactured to Buyer's design or specifications, Buyer, in its discretion, may elect within a reasonable time after giving notice of cancellation hereunder to accept delivery of all or any portion of such Goods, finished or unfinished, not previously accepted by Buyer, and to pay Supplier as its sole and exclusive compensation thereof the lesser of (i) the sums (not including 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 Buyer reasonably determines 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 hereunder 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 fees do not include insurance, all shipments must be properly insured by Supplier. No charge will be allowed for 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 effected within the time stated in the Purchase Order. Time of shipment and any 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 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 has a serial number, the relevant 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-authorised 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.

7.1 Unless otherwise stated and agreed upon otherwise, payment of undisputed invoices will be due sixty (60) days after receipt of Supplier's 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.

7.2 All payments will be made in Great British Pounds (GBP) 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.

7.3 All prompt payment discount 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.

7.4 If Buyer fails to make payment in accordance with this Section 7, then Supplier may charge interest on the overdue amount at a rate of 2% above the base rate of the Bank of England from time to time in force, from the date on which such amount fell due until payment, whether before or after judgment. If there is a dispute about whether any amount is payable to Supplier, this Section 7.4 will not apply to such amount until the dispute is resolved.

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 Limited, Attn: Accounts Payable, 714 Eddington Way, Birchwood Park, Warrington, WA3 6BA United Kingdom or to fax invoice(s): +44(0)161 775 6658. 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: (i) fully comply with Supplier's specifications; (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by Buyer expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgement; (iii) where they are manufactured products, be free from defects in design, material and workmanship; and (iv) comply with 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 be for 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. Buyer's rights and remedies under the Agreement are in addition to its rights and remedies implied by statute and common law.

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 revoke 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 made by Buyer on account thereof in relation to such Goods. 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 available upon request. 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 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 Goods contain. 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, 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. 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 available at https://www.omnicell.com/vendor-security-documents/ 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 unauthorised use or disclosure occurs to Buyer's data.

13. Indemnification.
13.1 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 legal fees, expert witness fees, and other litigation costs) arising out of or relating to the breach by Supplier of any representation, warranty, or obligation set forth in the Purchase Order.
13.2 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, actions, or proceedings that allege

that (i) the Goods, in whole or part, or Buyer's use thereof, infringes upon any Intellectual Property Right of a third party, or (ii) the Goods, in whole or part, have any actual or alleged defects in material, workmanship or design.
13.3 Supplier shall settle or defend at its expense all such claims and actions 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.
13.4 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.
13.5 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.
14.1 Except as otherwise agreed expressly by the parties in writing, all Intellectual Property Rights 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**") shall be owned by Buyer.
14.2 Supplier agrees to assign, and does hereby assign, to Buyer and its successors and assigns, absolutely by way of present and future assignment, with full title guarantee, without further consideration, the Work Product together with the right to bring, make, oppose, defence, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of such Work Product whether occurring before, on, or after the date of this Purchase Order.
14.3 To the extent that any title to the Work Product remains vested in Supplier, Supplier shall do all further acts and things, including the entering into of a further assignment, in order to vest full title in the same in the Buyer. To the extent that any of the Services are performed by or any Work Product is developed by a third party, Supplier shall ensure that any Intellectual Property Rights arising from the work of any such third party shall be assigned to the Buyer absolutely.
14.4 The foregoing paragraph shall not be construed to provide that Buyer is the owner of any Intellectual Property Rights owned by or licensed to Supplier or any third party prior to the Effective Date that may be present within any such Work Product ("**Pre-Existing IP**").
14.5 Supplier shall inform Buyer in writing of any Pre-Existing IP that is incorporated into the Work Product.
14.6 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. The licence granted in this Section 14.6 shall take effect on the date that the relevant Pre-existing IP is first made available to Buyer by or on behalf of Supplier.
14.7 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 available at https://www.omnicell.com/supplier-code-of-conduct, all applicable industry standards and laws, rules and regulations, including, but not limited to, the Bribery Act 2010 and Modern Slavery Act 2015. 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 or representatives 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 Section 15. In addition, Supplier will provide all requested evidence of compliance with all laws, 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 standardised 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 Section 15 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 Jurisdiction.
16.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.
16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

17. Default and Force Majeure.
17.1 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, Buyer may, at its option and in addition to any other remedies to which Buyer may be entitled, cancel all or any portion of the Purchase Order. Except as otherwise provided in Section 17.2 below, Supplier shall reimburse Buyer for any cost, loss, damage and liability incurred by Buyer as a result of Supplier's default.
17.2 Supplier shall not, however, be liable for any additional cost, loss, damage and liability of Buyer resulting from any delay in delivery hereunder to a Force Majeure Event, provided Supplier uses its best efforts to effect delivery in a timely manner.
17.3 Upon cessation of the Force Majeure Event, Supplier must promptly notify Buyer of such cessation and resume performance of its obligations.

18. Insurance. Supplier shall at all times maintain such professional indemnity, public liability, property damage, employer's liability, vehicle, 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 Intellectual Property 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. Nothing in this Agreement shall be deemed to establish or constitute any partnership or joint venture between the parties 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, novate or otherwise transfer or dispose of any of its rights or 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 sole discretion. Buyer may freely assign or delegate its rights or obligations under the Agreement.

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
25.1 The Agreement (including the Purchase Order, the Terms and Conditions and the documents referred to herein) contain the entire agreement of the parties and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and understandings between them at any time before their respective signature ("**Pre-Contractual Statements**"), whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement, it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Agreement, other than those which are set out expressly in this Agreement.
25.2 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statements.
25.3 Nothing in this Section 25 shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

26. Modification. The parties agree that no terms or conditions in any modification of the foregoing provisions shall be binding upon Buyer, unless hereafter made in writing and signed by an authorized representative of Buyer. 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

27. 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.

28. 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.

29. Severability. If any provision, or part of a provision, of this Purchase Order is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable law.

30. Third Party Rights. A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

31. 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 employment (including modern slavery) policies, and ethics into their business and decision-making processes. This would also include the use of continuous improvement practices wherever possible.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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 available at https://www.omnicell.com/vendor-ai-terms-and-conditions/ are incorporated into the Agreement by reference and apply to Supplier's provision of such Goods and/or Services.

37. Survival. The following provisions of these Terms and Conditions will survive any termination or expiration of the Agreement in accordance with its terms: Section 9 (Warranty Period); Section12 (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 37

(Survival), together with any other provisions of the Agreement which are necessary for the interpretation or enforcement of the Agreement.