

**PURCHASE ORDER**  
**4400163376 / MDA**



Order Date: 23-JAN-2017  
 Ordering contact: DAVID Margie  
 Email: margie.david@biomerieux.com

30011529 SEQUENCE, INC. 2500 Gateway Centre Blvd. MORRISVILLE NC 27560 US UNITED STATES		<b>DELIVERY ADDRESS:</b> BIOMERIEUX Durham bioMérieux Inc Jenna Klein 100 Rodolphe Street DURHAM NC 27712 US UNITED STATES <b>Open Hours:</b> Monday to Thursday: 10h AM to 5h PM Friday : 10h AM to 5h PM																																									
<b>VENDOR CONTACT:</b> VENDOR CONTACT : Tel: 919-844-7171 Fax: 253-736-8446	<b>GOODS SUPPLIER:</b> N/A	<b>BILLING ADDRESS:</b> bioMérieux Inc 100 Rodolphe Street Durham North Carolina-27712 United States																																									
<b>PURCHASING CONDITIONS:</b> TEL: FAX: EMAIL: margie.david@biomerieux.com  PAYMENT TERMS: 30 days net VENDOR CONTRACT NUMBER: CURRENCY: USD	<b>CARRIER:</b> N/A INCOTERMS: EXW .																																										
<b>PO Header text :</b> Please reference the revised PO Terms and Conditions, Article #6 - RoHS COMPLIANCE. 23Jan2017 / md emailed PO to L.Tatum <b>Order acknowledgement :</b> Order Acknowledgement required for all items																																											
<table border="1"> <thead> <tr> <th>Item</th> <th>Material</th> <th>Description</th> <th>Quantity</th> <th>Unit</th> <th>Price per unit</th> <th>Delivery Date</th> <th>Net Value</th> </tr> <tr> <th colspan="2">Vendor material number</th> <th>Vendor batch</th> <th colspan="2">Manuf PN</th> <th>Manuf</th> <th colspan="2">Country of origin</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>2017 R&amp;D Department Validation Support</td> <td>50,065.000</td> <td>AU</td> <td>1.00 USD / AU</td> <td>27-JAN-2017</td> <td>50,065.00</td> </tr> <tr> <td colspan="6">Estimate #1135</td> <td colspan="2">UNITED STATES</td> </tr> <tr> <td colspan="8">Shipping instructions: T0:NA</td> </tr> </tbody> </table>	Item	Material	Description	Quantity	Unit	Price per unit	Delivery Date	Net Value	Vendor material number		Vendor batch	Manuf PN		Manuf	Country of origin		1		2017 R&D Department Validation Support	50,065.000	AU	1.00 USD / AU	27-JAN-2017	50,065.00	Estimate #1135						UNITED STATES		Shipping instructions: T0:NA								<b>Item attachments</b> SOW		
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Item	Material	Description	Quantity	Unit	Price per unit	Delivery Date	Net Value
Vendor material number		Vendor batch	Manuf PN		Manuf	Country of origin	
Item long text							
Execute per Estimate# 1135. Thanks							
Total Net value: USD 50.065.00							

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**GENERAL CONDITIONS OF PURCHASE**

1 - FORMATION OF CONTRACT AND MODIFICATIONS: This order is an offer from bioMérieux, Inc. ('bioMérieux') to Seller and acceptance by Seller is expressly limited to the terms of this offer (hereinafter "PO"). Commencement of performance or written acknowledgment of this order shall constitute conclusive evidence of such acceptance. Any additional or different terms which may appear in Seller's acknowledgement are hereby objected to and rejected by bioMérieux and shall be deemed to be material alterations to this offer. Any modification to this PO shall be in writing and approved by bioMérieux's authorized Purchasing Agent.

2 - PRICES: The prices reflected in this PO are fixed and cannot be increased except pursuant to Article 7 below. Seller warrants that such prices are based on the latest information available (including latest actual cost data) and are no greater than prices being charged to any other customer for similar items in like quantities and schedules with equivalent specifications.

3 - INSPECTION, ACCEPTANCE AND REJECTION: (A) All goods (which term as used herein includes without limitation raw materials, components, intermediate assemblies, products, and where applicable services to be performed hereunder) may be inspected and tested by bioMérieux at all times (including during the period of manufacture) and places. Inspectors shall have access to all areas on Seller's premises or on those of Seller's subcontractors in which all or part of this PO is being performed. (B) Seller and its subcontractors shall provide free of charge all reasonable facilities for the safety and convenience of inspectors, and shall furnish to them all information and data as necessary to fully perform their inspections. All goods delivered hereunder shall be subject to final inspection, testing and acceptance by bioMérieux at destination, notwithstanding any payment or inspection at source. bioMérieux shall accept or give notice of rejection of the goods. Failure to give notice of rejection shall constitute acceptance, but acceptance by any manner shall not waive any claim which bioMérieux may have against Seller for breach of its warranty obligations hereunder. (C) Any tender of goods which is non-conforming as to the quality, quantity, or delivery schedule shall constitute a breach of this PO and bioMérieux shall have the absolute right to reject such goods, in whole or in part, and notify Seller thereof. In such event, bioMérieux shall be entitled to all remedies as provided by law and shall also have the right to do any or all of the following:

- (1) to hold such non-conforming goods for a reasonable period at Seller's risk and expense pending a determination to accept or reject any or all thereof,
- (2) return same to Seller at Seller's risk and expense for replacement or correction,
- (3) to accept same subject to an equitable price reduction,
- (4) to replace or correct same and charge the cost to Seller,
- (5) to recover by offset or otherwise any and all expenses, costs, price reductions and damages paid, incurred, or suffered by bioMérieux as a result of such holding, return, replacement, correction, reduction or rejection of non-conforming goods, or
- (6) to terminate this PO as provided in Article 10 hereof. Goods replaced or corrected by Seller shall be subject to all of the provisions of this PO in the same manner and to the same extent as goods originally furnished hereunder.

4 - QUALITY CONTROL: Seller shall provide and maintain a quality control system acceptable to bioMérieux for the goods purchased under this PO and shall permit bioMérieux to review all relevant documents to determine such acceptability. For any modifications Supplier shall provide prior written notice to bioMérieux, Inc. of any intended modifications to the Specifications, including changes to raw materials, manufacturing process or sub-contractor.

5 - WARRANTY: Seller warrants that all goods furnished hereunder will conform to the requirements of this PO (including specifications, drawings and descriptions made part of this PO) will be merchantable, fit for their intended purposes. Free from all defects in materials and workmanship and free from defects in design (when not manufactured pursuant to detailed designs provided by bioMérieux) and shall not infringe on third party rights. bioMérieux approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty. Supplier also represents and warrants that the goods delivered hereabove do not contain any asbestos or latex.

6- RoHS COMPLIANCE: Seller warrants that the goods sold to bioMérieux under this PO subject to European Union Directive 2011/65/EU on the Restriction of Hazardous Substances (RoHS) in Electrical and Electronic Equipment are fully compliant with the Directive and identified as "RoHS compliant." Upon bioMérieux request, Seller, at the Seller's expense, shall promptly provide bioMérieux with access to all necessary information, documents and records evidencing the goods' RoHS compliance, which can include certificates of analyses performed by third-party testing laboratories. Additionally, Seller shall promptly provide material declarations "EU RoHS Certificate of Compliance" upon request with respect to the goods provided and Seller agrees to provide written notification of any variance from the Restriction of Hazardous Substances regulations.

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A). The Seller must also, provide a Certificate of Conformance with each Product delivery. The Certificate of Conformance must contain a statement of EU 2011/65/EU RoHS compliance, bioMérieux part number, the Supplier or Manufacturer's part number and the appropriate revision number/level on the corresponding documentation.

7-LAST TIME BUY: Supplier agrees to provide a minimum of six (6) months prior written notice to bioMérieux, Inc. prior to discontinuing any of the goods supplied to bioMérieux, Inc. as described in this agreement. In the event this agreement expires or is terminated for any reason, voluntarily or involuntarily, or upon the occurrence of an event set forth in this clause as stated below, supplier shall supply to bioMérieux, Inc. The price agreed herein, with six (6) months of supply of goods as bioMérieux, Inc. shall request consistent with prior orders. Upon such request from bioMérieux, Inc. Supplier shall deliver such items at such times as set forth in a bioMérieux, Inc. purchase order. The following occurrences apply to this right:

- A). If supplier is adjudged bankrupted and liquidated;
- B). If supplier has any kind business difficulties (including, but not limited to, financial difficulties preventing it from abiding by the terms & conditions of this purchase;
- C). If supplier refuses to provide the goods or services to bioMérieux, Inc.;
- D). If supplier has any kind of technical, scientific and/or manufacturing problems preventing it from producing the system and/or from abiding by the terms and conditions of this agreement or;
- E). If supplier is unable to comply with applicable laws, rules or regulations for the manufacture, sale or distribution of the item of any component thereof.

8- DELIVERY: Seller shall strictly adhere to the delivery schedule specified in this PO. If, at any time, Seller believes it may be unable to comply with the delivery schedule, Seller shall immediately notify bioMérieux's Purchasing Department in writing of the probable length of any delay and the reason for it, and shall continue to notify bioMérieux of any change in the situation. In the event of such notification or of the actual failure by Seller to comply with the delivery schedule, bioMérieux may, in addition to all other remedies, require Seller, at Seller's expense, to ship via any expedited routing to avoid or minimize the delay. In the event of early delivery, bioMérieux may store goods at Seller's expense. Supplier shall pay for transportation costs when Products are returned to the Supplier by bioMérieux due to failure to meet specifications and/or orders placed with Suppliers. All shipments which are not F.O.B destination will be covered by bioMérieux, Inc. blanket insurance. Such shipments shall not be insured or valuation declared in any shipping documents. Consolidate freight shipments wherever possible. Seller is cautioned that applicable documentation and certification must accompany all shipments. Failure to do this may result in delayed payment of invoices.

- St. Louis

for truck transport to bioMérieux, Inc. in St. Louis, suppliers shall use FEDEX Freight (LTL).

- Durham

For truck transport to bioMérieux, Inc. in Durham, NC supplier shall use FEDEX Freight (LTL).

Shipments less than 150 pounds should ship collect by FED EX GROUND (UNLESS OTHERWISE SPECIFIED) For LTL or full truckload, carriers must call twenty-four (24) hours in advance to schedule an appointment for delivery. Supplier should indicate this on the truck bill of lading.

**9-SUPPLIER ASSESSMENT REQUIREMENTS:**

Quality of products- Lot acceptance rate should meet minimum level of 98%. This means no more than 2% rejection of delivered lots. The management information system will calculate supplier quality percentage based on acceptable vs. rejected shipments. Quality inspection results coded.

**10-DELIVERY OF PRODUCTS:**

The minimum on-time delivery rating allowed is 95%. On time is defined as a time frame from 2 days before the date of delivery to 2 days after the date of delivery. The management information system will calculate supplier delivery percentage based on shipments received in the noted time frame divided by the total shipments. Delivery results falling in the range of two days early (-2) to two days late (+2) will be calculated as on-time shipments.

11- CHANGES: bioMérieux may, at any time, by a written order signed by its authorized Purchasing Agent, and without notice to sureties, make changes within the general scope of this PO which affect (1) drawings, designs or specifications of goods being specifically manufactured for bioMérieux, (2) method of shipment or packing, (3) place of delivery and/or delivery schedules. If any of such changes causes an increase or decrease in the cost of, or in the time required for, performance of this PO, a fair adjustment shall be made in the PO price and/or delivery schedule, and the PO price shall be modified in writing accordingly. Any claim by Seller for adjustment hereunder must be asserted in writing to bioMérieux not later than thirty

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(30) days after the date of receipt by Seller of the written change authorization or within such extension as bioMérieux may grant in writing. Such claim shall be in the form of a complete change proposal fully supported by factual information. Pending any such adjustment Seller will diligently proceed with the PO as modified. Where the cost of excess production as a result of a change is included in Seller's claim for adjustment, bioMérieux shall have the right to direct the manner of disposition of such property. bioMérieux shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claims. In the event that any changes are intended to be made to the goods provided by Seller under this PO or the processes by which the goods are produced. Seller shall notify bioMérieux, Inc. of such changes and specify how such changes may affect the quality of the goods delivered hereunder. Seller shall not make such changes until such changes are evaluated and agreed to by bioMérieux. Supplier must notify bioMérieux, Inc. in writing if there are any specification changes in material or process so that bioMérieux, Inc. may determine whether the changes may affect the quality of the finished product.

12 - INVOICE AND PAYMENT: (A) For each shipment of good Seller shall submit to bioMérieux's Accounts Payable Department an original invoice marked "original" and a copy marked "copy". Taxes must be separately itemized, and PO and item numbers must appear on all shipping documents, invoices, quality certifications, and packing sheets. (B) Determination of payment due date will be based on the latest of (1) the date goods are received, (2) the date goods are scheduled to be shipped/received under the PO, or (3) the date an accurate invoice is received. (C) Payment will be deemed made when deposited in the mail.

13 - TERMINATION FOR CONVENIENCE: bioMérieux may terminate this PO, in whole or in part, at any time, by written notice to Seller. Upon termination by bioMérieux, Seller will, as to the terminated portion, stop work immediately, notify subcontractors to stop work, and protect property in Seller's possession in which bioMérieux has or may have an interest. Except when termination is due to default or delay of Seller, Seller may claim reimbursement of direct costs incurred by Seller but the total of such claim shall never exceed the cancelled commitment value of this PO.

14 - TERMINATION FOR DEFAULT: (A) bioMérieux may terminate this PO without cost or penalty in any of the following circumstances; (1) if Seller fails to deliver the goods or to perform the services required by this PO within the time specified herein. Or any other extension granted by bioMérieux in writing, (2) if Seller fails to perform any of the other provisions of this PO and does not cure such failure within a period of ten (10) days after receipt of notice from bioMérieux, (3) in case of suspension of Seller's business, insolvency, bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of creditors. (B) bioMérieux may require Seller to transfer title and deliver to bioMérieux in the manner and to the extent directed by bioMérieux such completed or partially completed goods, parts and/or various manufacturing material (including contract rights and information) as Seller has produced or acquired for the performance of this PO including the assignment to bioMérieux of Seller's subcontracts. bioMérieux may withhold from Seller monies otherwise due Seller for completed goods and for manufacturing materials in such amounts as bioMérieux deems necessary to protect bioMérieux against loss due to outstanding liens or claims against said goods.

15 - BIO-MÉRIEUX'S PROPERTY: Seller shall keep all bioMérieux property and all property to which bioMérieux acquires a title by virtue of this PO segregated and clearly marked and will maintain a complete inventory thereof. Seller assumes all risks of loss, or damage to such property while in Seller's custody or control. Seller will immediately notify bioMérieux in writing of any loss, destruction or damage. Upon termination or completion of this PO, Seller will deliver such property as directed by bioMérieux in good condition subject to normal wear and tear.

16 - CONFIDENTIALITY: Seller agrees to treat in confidence all bioMérieux's information and data of a confidential nature and not to disclose any such information or data to third parties without the previous written consent of bioMérieux. Seller is required to obtain similar agreements of all its employees, subcontractors or agents.

17 - INDEMNIFICATION (A) Seller will indemnify and hold harmless bioMérieux and all persons and entities which purchase directly from bioMérieux, from and against any and all damages and claims for damages arising out of this PO or in connection with the goods which bioMérieux or any person or entity which purchases the goods directly from bioMérieux, may sustain; (B) Seller agrees to protect, defend, hold harmless, indemnify and reimburse bioMérieux and its distributors, dealers, affiliates, insurers, and customers during the term of this Agreement and any time thereafter for any and all costs, and expenses (including, but not limited to, reasonable attorneys' fees and expenses, overhead, settlements, judgments, and court costs) arising out of or related to any liability, demand, lawsuit, or claim alleging or asserting in whole or in part: (i) any failure of goods to comply with applicable specifications, warranties, and certifications under this PO, (ii) the negligence or fault of Seller in design, testing, development, manufacture or otherwise with respect to goods or parts thereof; or (iii) the goods or any parts thereof allege product liability, strict product liability, or any variation

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thereof.

18 - **PRODUCT RECALL:** In the event that any of the goods are found by Seller, BioMérieux, or any governmental agency or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, Seller will promptly communicate all relevant facts to bioMérieux and undertake all corrective actions including those required to meet all obligations imposed by laws, regulations or orders, and shall file all necessary papers, corrective action programs, and other related documents; provided, however, that nothing contained in this section shall preclude bioMérieux from taking such action as may be required of it under any such law order or regulation. Seller shall perform all necessary repairs or modifications at its sole expense.

19 - **PATENT INDEMNITY:** Seller agrees to indemnify and hold harmless bioMérieux, its customers and users of its products, against any expense (including reasonable fees and expenses of legal counsel) loss or liability for any actual or alleged infringement of any patent, trademark or copyright arising from the goods furnished to bioMérieux under this PO. Upon receipt of notice of any claim or suit alleging such infringement. Seller agrees to defend bioMérieux, its customers and users of its products, or any of them, at Sellers expense.

20 - **INSURANCE:** Seller shall maintain, at its own expense, appropriate insurance in the amount of at least \$1 million for injury, death, or property damage and shall name bioMérieux as a coinsured party. Satisfactory evidence by copy of certificate of insurance thereof shall be submitted annually to bioMérieux, upon bioMérieux's request. Such insurance shall be carried during the expected life of the goods sold pursuant under this PO, but in no event for less than 3 years thereafter.

21 - **SUBCONTRACTING:** No goods to be manufactured specifically for bioMérieux and delivered under this PO shall be procured by Seller from a third Party in completed or substantially completed form without bioMérieux's prior written consent.

22 - **SUSPENSION OF WORK:** bioMérieux's Purchasing Agent may suspend by written order all or part of the work to be performed hereunder for any period not to exceed ninety (90) days. During such period or any agreed upon extension, bioMérieux may: (1) cancel such suspension, or (2) terminate the work covered by suspension according to Article 9 herein.

23 - **DISAGREEMENT - APPLICABLE LAW:** If a disagreement between bioMérieux and Seller arises under this PO, Seller agrees to proceed with the performance of this PO, including delivery of goods, in accordance with bioMérieux's instructions pending resolution of the disagreement. This PO shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed within such state, without giving effect to its principles or rules of conflicts of laws.

24 - **COMPLIANCE WITH STATUTES AND REGULATIONS:** In the performance of this PO, Seller shall comply with all applicable statutes, rules, regulations and orders of the United States and of any state or political subdivision thereof. All Equipment, purchased, leased or otherwise acquired that is controlled by computer programs and applications and/or software purchased for installation in computers and/or equipment must be in compliance with "Code of Federal Regulations" Title 21 - Food and Drugs, Part 11 Electronic Records, Electronic Signatures, cite, 21CFR11.

25 - **WAIVER AND SEVERABILITY:** Any action or inaction by bioMérieux or the failure of bioMérieux on any occasion to enforce any right or provision of this PO shall not be construed to be a waiver by bioMérieux of its rights hereunder, and shall not prevent bioMérieux from enforcing such provision or right on any future occasion. A determination that any provision of this PO is invalid or unenforceable shall not affect enforceability or validity of the rest of this PO.

26 - **EQUAL OPPORTUNITY EMPLOYMENT:** bioMérieux certifies hereunder that its complies with the standards of the Equal Employment Opportunity Commission.

27 - **RIGHTS AND REMEDIES; PRECEDENCE:** (A) The rights and remedies of bioMérieux herein are cumulative and are in addition to any other rights or remedies that bioMérieux may have at law or in equity. (B) In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this PO, the following order of preference shall apply. (1 ) special terms and conditions, (2) general terms and conditions, (3) specifications, (4) all other contractual attachments incorporated into this PO. bioMérieux's specifications shall prevail over any subsidiary documents referenced therein. Seller shall not use other specifications without bioMérieux's prior written consent.

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28 - ACKNOWLEDGE: Seller agrees to acknowledge the PO within 48 hrs of receipt.

=====

COMPANY NAME (SUPPLIER): \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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