

General Purchase Conditions of PURCHASER

1. Area of application

These purchase conditions shall apply in business dealings with companies, enterprises, and merchants (B2B) for the purchase of goods and/or services.

2. General

Only these general purchase conditions shall apply. General terms and conditions of the vendor ("Supplier") shall apply only if expressly approved in writing by the customer ("Purchaser"). Purchaser hereby objects to any conflicting and/or additional terms and conditions of sale. Supplementary verbal amendments and additions to these purchase conditions shall only be effective if agreed upon in writing with by authorized representatives of Purchaser's procurement department. These conditions shall also apply to all future Purchase Orders ["PO"] to Supplier.

3. Non-Disclosure

Supplier shall not disclose or cause to be disclosed to any third party, other than those requiring the information for the performance of the PO (Supplier's "Representatives"), any business, financial or technical information about Purchaser, or specifics about its business with Purchaser relating to this PO or other on-going business with Purchaser without Purchaser's prior written consent. Any such information furnished to Supplier hereunder shall remain Purchaser's property, shall be held in confidence and shall be returned at Purchaser's request. Such information shall be used only for the purpose of fulfilling the PO or as approved in advance in writing by Purchaser. Supplier shall be liable for any breach of confidentiality by its Representatives.

4. Placing and confirmation of orders

- a) POs, release orders and order acknowledgements, and any amendments and additions thereto, must be in writing. They shall also be acceptable by email or fax ("Text Format").
- b) Oral or telephone orders or other agreements are not binding on Purchaser until Purchaser has issued express written confirmation.
- c) Unless otherwise agreed, POs must be confirmed immediately, but at the latest within three (3) calendar days. Should Supplier fail to accept a PO in writing or in Text Format within 14 calendar days of dispatch, Purchaser shall be entitled to cancel it.
- d) Release orders are non-legally binding supply previews for Purchaser. In the event that no separate written agreement is concluded, the materials shall be deemed to have been released three (3) months prior to the respective delivery date, i.e. Supplier may procure and stock materials for the respective individual order in its own name and on its own account. Purchaser may request technical modifications to the goods and/or services until such time as said goods and/or services are released for production. On release of production, which shall be deemed to take place six weeks prior to the respective delivery date, the order shall become legally binding for Purchaser.
- e) Cost estimates shall be binding and submitted free of charge.

5. Goods and/or Services

- a) Supplier shall inspect all goods prior to shipment to Purchaser.
- b) Deviations from Purchaser's POs shall be permitted only subject to Purchaser's prior written approval.
- c) Any deadlines that are agreed in writing between the parties shall be binding. Supplier shall notify Purchaser immediately in writing if circumstances arise that prevent compliance with the agreed deadlines. Receipt of the contractual goods and/or services by Purchaser shall be decisive for compliance with the supply/performance deadline.
- d) Purchaser's production schedules are based on agreed deadlines of delivery. Time is of the essence in this PO. If Supplier cannot meet agreed deadlines, Supplier shall promptly inform Purchaser (within 24 hours) in writing of Supplier's inability to meet such dates and also providing Supplier's best possible delivery time for Purchaser's approval. If goods and/or services are delivered late and Supplier has not informed Purchaser that the delivery would be late, Purchaser may reduce the amount owing to Supplier for that shipment by 1% for each day the shipment is late beyond the agreed delivery date. Shipment must equal exact amounts ordered unless otherwise agreed to in writing by Purchaser.
- e) In the event that Supplier fails to meet agreed deadlines, the respective statutory or contractual provisions shall apply.
- f) Non-adherence to agreed delivery dates shall entitle Purchaser to withdraw from the order without liability, and except in cases of Force Majeure, to compensatory damages.
- g) In the event that Supplier has undertaken to install and assemble the goods Supplier shall bear all necessary additional costs, unless otherwise agreed.
- h) For numbers of goods, measurements and weights, the values established by the incoming-goods inspection shall be decisive.
- i) Supplier shall bear all additional transport cost that might arise, in the event of any delay, from the use of a more rapid form of transport in order to comply with agreed delivery dates.
- j) Unless otherwise agreed, the goods and/or services shall be delivered duty-paid Purchaser's plant (DDP INCOTERMS 2010).
- k) Risk of loss shall pass to Purchaser upon Supplier's delivery of goods to the destination
- l) Payment for any shipment of product delivered shall not constitute acceptance thereof. All shipments of product shall be received subject to Purchaser's right to inspect them at any reasonable time and place and in any reasonable manner and to reject (including revocation of its earlier acceptance of) any or all such shipments that are, in Purchaser's reasonable judgment, nonconforming. Purchaser shall not

be obligated, however, to test or reject any shipment, and Purchaser's inspection of, or failure to inspect or reject, any shipment shall not affect Purchaser's rights under this PO. Goods rejected may be held, and if Supplier so requests may be returned to Supplier, at Supplier's sole risk and expense, including transportation and handling cost. As requested and directed by Purchaser, Supplier will refund any payment that has been paid for such rejected shipments (including all expenses of inspection and return, unpacking, examining and repacking) or replace the rejected shipments.

Transportation costs for the replacement product shall be paid by the Supplier.

6. Place of Performance

- a) Goods and/or services hereunder are to be delivered to the address(es) indicated on the PO. In the case of direct shipments to Purchaser or distributors and/or affiliates authorized by Purchaser, Supplier will maintain records of each customer name, address, date of shipment, expiration of warranty, software versions, lot numbers or serial number, as applicable. Supplier shall provide such information to Purchaser upon Purchaser's request. Supplier shall maintain such records for the longer of three years or the minimum period required by applicable local law..

7. Packaging and Shipment

- a) The product and packaging shall contain no physical damage and must be appropriately handled, labeled (Purchaser material number and description, quantity and unit of measure per handling unit) and protected from Electrostatic Discharge ("ESD").
- b) The packaging must properly protect the item and prevent damage which could occur with the planned shipping method. In addition, a shipment of any product sensitive to ESD must include notification to Purchaser and be clearly labeled as such on the packaging.
- c) Hazardous material such as solvents, and chemicals and batteries must be properly labeled.
- d) The complete Purchaser PO Number, Line Number and Quantity per Line Item must appear on all invoices, packaging lists, bills of lading, and correspondence.
- e) All markings on the product or packaging must be legible.

8. Performance of Goods and/or Services, REACH, ROHS, SEC

- a) Supplier shall perform its contractual obligations in compliance with technical equipment legislation, the relevant accident-prevention, health and safety regulations and the generally acknowledged technical safety, industrial medicine regulations and any other laws or regulations applicable to the Supplier's activities. Said undertaking shall form an integral part of the order; should it fail to be observed, the contractual obligation shall be deemed to have been improperly performed. Purchaser reserves the right to assert any claims arising as a consequence thereof.
- b) Supplier shall fulfill at any time all requirements according to the Regulation (EC) No 1907/2006 regarding the handling of chemical substances ("REACH Regulation"). In particular, Supplier shall fulfill all duties according to Articles 31 to 33 of the REACH Regulation in its most recent version and shall provide all information regarding the classification of SVHC content without undue delay, even without any specific request of Purchaser.
- c) Supplier shall comply at any time with all requirements according to the European Union's Directive No. 2002/95/EC Restriction on Use of Hazardous Substance (ROHS) in its most recent version.
- d) Where applicable, Supplier shall comply with the most recent regulation according to Securities and Exchange Commission's (SEC) Conflict Minerals Rule issued in August 2012 and Section 1502 of the Dodd-Frank Act.

9. Customs and Export Control

- a) Supplier shall observe its country's export control regulations and the import requirements and anti-terrorism regulations of Purchaser's country and shall obtain, in time, all information and documents necessary to comply therewith and shall provide them to Purchaser upon request. Supplier shall specifically mark the goods which are export controlled or are subject to US Re-Export regulations. Supplier declares that it has taken measures which provide for a definite determination of its commercial relationships, in order to secure the international supply chain. On request of Purchaser Supplier shall provide all information related hereto. Supplier shall ensure that packaging materials, practices and methods comply with any applicable official requirements. For example: Origin of the product pursuant to commercial law (nonpreferential certificate of origin from the local Chamber of Commerce; "Dual Use Classification" as specified by the local laws on export controls with details of the corresponding control number (e.g. US ECCN, CH goods control number, EU export list number / export control number; Customs tariff number in reference to country specific information) if applicable.
- b) Supplier undertakes to execute a long term supplier's declaration in accordance with the Regulation (EC) No 1207/2001.
- c) Any costs, losses and damages incurred as a result of non-compliance with these requirements shall be paid (or reimbursed, as the case may be) by Supplier.

10. Invoicing, prices, passing of risk

- a) Invoices are to be submitted in writing, or only if agreed upon between Supplier and Purchaser expressly, electronically, quoting the PO number and any information required pursuant to any tax or other applicable law, including without limitation the VAT regulations where applicable. Written invoices are to be submitted to the address as indicated on PO.
- b) Written invoices must meet the requirements of optical character recognition (OCRsystem). Purchaser reserves the right to require appropriate adaption.

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- c) Invoices that do not comply with the aforementioned requirements will not be processed.
- d) Price shall include any fees, taxes, royalties, etc. that Supplier must pay in connection with production and shipment of ordered goods.
- e) The price stated by Purchaser on the PO shall be considered fixed. Subsequent increases will not be recognized without Purchaser's explicit written approval.
- f) Unless otherwise agreed, prices shall be understood to be delivered duty-paid Purchaser plant (DDP pursuant to the respective current version of the INCOTERMS), including packaging. The price quoted shall be a fixed price and subsequent demands shall be excluded.
- g) The risk shall pass to Purchaser upon acceptance of the agreed and specified goods and/or services at the place of performance.

11. Terms of payment

- a) Unless otherwise agreed, Purchaser shall make undisputed payments within 10 (ten) calendar days with a 6% discount or within 20 (twenty) calendar days with a 4% discount or otherwise within 30 (thirty) calendar days net of the date of Purchaser's receipt of invoice. Payment shall also include the offsetting of counterclaims. Payment shall be made subject to the invoice being checked for correctness.
- b) Due dates and time limits for payment do not commence until the delivery is complete and free from defects and the invoice has been properly issued. In case of acceptance of premature deliveries, the due date is determined by the agreed delivery date.
- c) Payment is considered to have been timely made if processed no later than the first working day of the week following the due date.
- d) Any exceptions to these conditions must be specifically addressed in writing within the applicable PO of Purchaser.
- e) In the event that goods and/or services do not conform to the specifications, then Purchaser may withhold payment from Supplier until Supplier repairs or replaces the product pursuant to Section 12 below.

12. Warranty / Guarantee

- a) Supplier warrants and guarantees that the goods shall conform to the drawings, specifications or other descriptions provided, shall be free from defects in respect of their design (in so far as Supplier is responsible therefore), materials and workmanship, and shall be suitable for the purpose intended.
- b) Purchaser must be notified of all product discontinuance and Process/Product/Service changes 12 (twelve) months prior to implementation. Notice of the Supplier to Purchaser shall be sent to material.changes@qiagen.com. Notification processes shall follow JEDEC standards JESD48 and JESD46 at the current revision, as well as other applicable regulations and standards for all goods.
- c) Furthermore, Supplier guarantees that its goods and/or services are not subject to any export restrictions other than those explicitly stated in its confirmation of the applicable PO.
- d) The guarantee period shall be 24 (twenty-four) months from final acceptance of said goods and/or services. All guarantees shall extend to Purchaser, its legal successors and assigns and to users of Purchaser's goods.

13. Remedies for breach of Warranty / Guarantee

- a) Unless otherwise stipulated below, the statutory provisions governing material defects and deficiencies in title shall apply.
- b) Purchaser shall be entitled to choose the nature of any subsequent performance (rectification of defects or replacement or refund). Rectification of defects shall be deemed to have failed after the second failed attempt. In the case of deficiencies in title, Supplier undertakes either to obtain right of use or to modify the contractual goods and/or services such that a violation of third party rights is excluded.
- c) Even in the case of immaterial deviation from the agreed quality or immaterial impairment of usability, Purchaser shall be entitled to withdraw from the contract and to claim compensation instead of full performance thereof.
- d) The warranties and guarantees of Supplier, and, as permitted, warranties from its suppliers, if any, shall pass to Purchaser and its customers, and shall exist notwithstanding the acceptance by Purchaser of all or part of the items delivered under this PO.

14. Insurance

- a) Supplier shall maintain, at Supplier's expense and benefit, and provide documentary proof upon request of, (i) workers' compensation insurance which provides coverage for all employees of Supplier, as required by applicable law, and a Waiver of Subrogation endorsement in favour of Purchaser, (ii) comprehensive general liability insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with additional insured status and a Waiver of Subrogation endorsement in favour of Purchaser; (iii) professional liability (financial loss) insurance coverage (as applicable for Supplier employees providing professional services to Purchaser), with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (iv) business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage.
- b) Supplier shall submit a certificate of insurance covering all required insurance to Purchaser upon request.

15. Liability

- a) Supplier agrees to defend (at its own expense) and hold harmless Purchaser, and Purchaser's affiliates, officers, directors, employees, representatives, agents and customers against any and all damages (including, but not limited to, personal injury

or property damage), losses, claims and costs (including reasonable attorney's fees) relating to, arising out of or resulting in any way from (i) any defective or nonconforming goods and/or services under this PO, (ii) any act or omission of Supplier, its agents, employees, affiliates or subcontractors related to this PO, or (iii) any actual or alleged infringement of any patent, trademark, copy right and/or other intellectual property right arising from the sale or use of any of the goods and/or services under this PO (iv) and breach of the confidentiality obligations and (v) any breach of the Data Protection Legislation (as defined in clause 25). This indemnification is in addition to the warranty obligation of Supplier.

16. Compliance with Laws

- a) Supplier warrants that in performance of this PO it has complied with or will comply with all applicable international, national, state and local laws, regulations, ordinances, and guidelines ("Applicable Laws"), including without limitation those relating to the manufacturing, quality control, packaging, labelling, handling, shipping, importation, exportation and storage of goods and the Data Protection Legislation (as defined in clause 25).
- b) Upon request, Supplier shall certify compliance with any laws or regulations deemed applicable for Purchaser.
- c) In case of non-compliance with Applicable Laws, the Supplier will fulfill the eventual requirements of legal authorities or other public institutions at its own expense and will pay any eventual penalties.

17. Property and secrecy

- a) Unless otherwise agreed in writing, Supplier shall be liable for ensuring that the delivered goods and/or services do not infringe any third-party intellectual property rights and are not encumbered by third-party rights.
- b) All materials, parts, containers and the like ("Materials") provided by Purchaser shall remain the property of Purchaser and may only be used as specified in the agreement.
- c) All specifications, drawings, models, samples, technical data and the like ("Information") made available to the Supplier shall likewise remain the property of Purchaser and will not be disclosed to third parties without prior written consent of Purchaser.

18. Intellectual Property

If this PO involves development of a product specifically for Purchaser based upon Purchaser-provided specifications or drawings, Supplier agrees that all technical innovations, designs, inventions, works of authorship, including improvements, discoveries, ideas, technologies, know-how, work product, concepts, materials, disclosures, software programs, computer language, programming aids, documentation or any other intellectual property conceived, developed, originated by its employees or agents in connection with or as a result of such development work performed under this PO are the property of Purchaser. Supplier further agrees to execute and cause its employees and agents to execute, all applications for patents and/or copyrights, domestic and foreign, assignments and other papers necessary to secure and enforce rights related to any and all items developed under this PO. Supplier agrees to provide said services at no further cost to Purchaser, whether or not this agreement is still in effect.

19. Hazardous plant conditions

Supplier shall notify Purchaser of the risk status and the relevant classification of the contractual goods and/or plant conditions.

20. Inspections and Audits

Purchaser reserves the right to inspect goods and materials at Supplier's manufacturing site prior to shipment to Purchaser. Purchaser also reserves the right to periodically audit Supplier's manufacturing facilities, processes and records relative to the goods purchased hereunder, during regular business hours and upon 10 (ten) days prior written notice to Supplier. Supplier shall fully cooperate with said audits and inspections.

21. Force majeure

In the event of force majeure, industrial action, non-culpable operational breakdowns, unrest, official government measures and regulations and other inevitable events outside Supplier's reasonable control, Supplier shall have an obligation to mitigate the effects of such Force Majeure, and if Supplier is unable or unwilling to promptly devise an acceptable plan, Purchaser shall have the right to terminate the contract in it is entirety or in part, in its sole discretion.

22. Right of retention, setoff, subcontracting, assignment

- a) Retention rights on the part of Supplier are excluded unless the counterclaim is based on the same PO or is undisputed by Purchaser, legally enforceable, or is ready for judgment.
- b) Supplier may only offset claims that are undisputed or have been fully and finally legally adjudicated.
- c) No right or obligation under this PO, including the right to receive payments due or to become due hereunder, shall be assigned by the Supplier without prior written consent of Purchaser and any purported assignment without Purchaser's prior written consent shall be void.
- d) Supplier shall not assign its claims against Purchaser and shall not give third parties the right to collect any debts against Purchaser, unless Purchaser has given its prior written consent.

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23. Advertising

Unless approved in writing by Purchaser, Supplier is prohibited from carrying out any advertising in connection with the facts of this undertaking or from publicizing such facts in any other way.

24. Place of jurisdiction and applicable law

- a) The place of jurisdiction for any disputes in connection with this agreement shall be the place of jurisdiction of Purchaser. However, Purchaser shall also be entitled to bring suit in the jurisdiction of the Supplier's place of business or that of one of its subsidiary(ies).
- b) The present agreement shall be subject to the law of the state and country in which the Purchaser is located; the United Nations Convention on Contracts for the International Sale of goods and/or services (UNCISG) and the conflict of law provisions shall not apply.

25. Data Security

- a) Maintain an information security program that is consistent with industry best practices (e.g. ISO/IEC 27001, NIST Cybersecurity Framework, ISF Standard of Good Practice).
- b) Implement and maintain current and appropriate technical and organizational measures to protect QIAGEN data ("QIAGEN Data" means any electronically stored or transferred data provided by QIAGEN to the Supplier (including its Affiliates) in the normal course of the business relation irrespective of medium and including but not limited to technical, financial, legal information, personal data and other information confidential or non-confidential in nature) against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including by taking reasonable steps to ensure the integrity of any employees who have access to QIAGEN data and by ensuring a level of security appropriate to the harm that may result from any unauthorized or unlawful processing or accidental loss, destruction, damage, alteration or disclosure, and appropriate to the nature of such QIAGEN data.
- c) Regularly test such measures to validate their appropriateness and effectiveness, and implement corrective action where deficiencies are revealed by such testing.
- d) Log all individuals' access to and activities on systems and at facilities containing QIAGEN data and maintain a list of authorized users, their associated privileges, status of accounts, and history of activities to be provided to QIAGEN upon written request.
- e) Conduct access reviews upon each individual's scope of responsibility change, a Supplier staffing change or other change impacting Supplier Personnel's access to QIAGEN data.
- f) Ensure that only those Supplier personnel who need to have access to QIAGEN data, systems or services are granted the least amount of access required and only for the purposes of performing obligations under this agreement.
- g) Ensure all access to QIAGEN data is protected by multi-factor authentication (e.g. using two different factors to authenticate such as a password and a security token or certificate).
- h) Store and transmit QIAGEN data using state of the art encryption standards, only allow QIAGEN data to be removed from Supplier's premises or downloaded to any device if the data is encrypted to such standards.
- i) Maintain a separation of duties to prevent unauthorized tasks or actions from being conducted by unauthorized individuals, including preventing end-to-end control of a critical process by only one individual.
- j) Ensure that any storage media (whether magnetic optical, non-volatile solid state, paper, or otherwise capable of retaining information) that processed or stored QIAGEN data shall be securely erased or destroyed before repurposing or disposal.
- k) Maintain an employee termination process, which must specify timeframes for termination of logical and physical access, including procedures for the Supplier to collect any devices or equipment containing QIAGEN data from the terminating employee, prior to termination.
- l) Maintain emergency and contingency plans for the facilities in which information systems that process QIAGEN Data are located. This includes cloud, co-locations or similar facilities and environments not fully owned or managed by Supplier. To ensure that they are valid and effective during adverse situations, Supplier shall verify the established and implemented information security continuity controls at regular intervals.
- m) Supplier shall conduct security tests (including penetration testing) in relation to the Services, Application, Platform or Goods purchased by QIAGEN. In addition, Supplier shall conduct such security testing to verify its overall information security posture. The Security Tests shall be conducted by an independent, recognized, suitably qualified and reputable third party. The summarized results of testing activities shall be provided to QIAGEN upon written request.
- n) Where Supplier provides software development services to QIAGEN, Supplier shall have policies for secure development and support in place. Supplier shall provide such documentation to QIAGEN on request.
- o) Supplier must ensure that software development is following secure software development principles and shall conduct appropriate tests for system and code security. Supplier shall provide evidence of this process and corresponding testing results to QIAGEN on request.
- p) Supplier must notify QIAGEN (incident.notification@qiagen.com) within forty-eight (48) hours of becoming aware of a confirmed security incident that may affect QIAGEN data or services. The suppliers initial notification must provide sufficient information regarding the nature and scope of the incident for QIAGEN to be able to assess the potential impact. The supplier must provide a point of contact for further communication regarding the incident who will keep QIAGEN updated on any remediation steps taken or planned.

26. Data Protection

- a) Both parties will comply with all applicable requirements of (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and (ii) any national implementing laws, regulations and secondary legislation relating to data protection and/or the GDPR, as amended or updated from time to time, in the jurisdiction of the Purchaser ("Data Protection Legislation"). This clause 25 is in addition to, and does not relieve, remove or replace, a party's otherwise existing obligations under the Data Protection Legislation. In this clause 25, Personal Data, Controller, Processor, processing and Data Subject shall have the meanings given to them in the applicable Data Protection Legislation and process and processed shall be construed accordingly.
- b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Supplier is the Processor.
- c) Purchaser employee, customer and/or patient data, including key personal data and contact data, is processed to enable Supplier to fulfill its obligations under the contractual relationship. The duration of processing is equal to the term of such contractual relationship.
- d) To the extent that the Supplier is required in connection with its obligations under the contractual relationship to process any Personal Data on behalf of the Purchaser and/or its Affiliates, Supplier will: a) process that Personal Data only on the written instructions of the Purchaser (including, but not limited to, with regard to the transfer of Personal Data to a third country or an international organization) unless Supplier is required by the applicable laws of any member of the European Union or the European Union to process Personal Data ("Applicable Data Laws"). Where Supplier is relying on Applicable Data Laws as the basis for processing Personal Data, Supplier shall, to the extent legally permissible, promptly notify the Purchaser of this before performing the processing required by the Applicable Data Laws; b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; c) ensure that it has in place technical and organizational measures to protect against any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed ("Personal Data Breach") appropriate to the harm that might result from the Personal Data Breach and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by Supplier); d) not appoint any third party processor of Personal Data under this Contract (a "Third Party Processor") unless: i. the prior specific written consent of the Purchaser has been obtained; and ii. the Third Party Processor is bound by terms which are substantially similar to those set out in this clause 25 under (i) a written Contract between the Supplier and the Third Party Processor or (ii) Applicable Data Laws. As between the Purchaser and the Supplier, Supplier shall remain fully liable for all acts or omissions of any Third Party Processor appointed pursuant to this clause 20.4(d); e) assist the Purchaser, by appropriate technical and organizational measures, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to requests for exercising a Data Subject's rights, security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; f) at the written direction of the Purchaser, delete or return Personal Data and copies thereof to the Purchaser on termination of the Contract unless required by Applicable Data Law to store the Personal Data; g) maintain and make available to the Purchaser complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for and contribute to audits by the Purchaser or the Purchaser's designated auditor; h) immediately inform the Purchaser if, in the Supplier's opinion, an instruction infringes any Data Protection Legislation or Applicable Data Law; i) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Purchaser has been obtained and the following conditions are fulfilled: i. the Purchaser or the Supplier has provided appropriate safeguards in relation to the transfer; ii. the Data Subject has enforceable rights and effective legal remedies; iii. Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and iv. Supplier complies with reasonable instructions notified to it in advance by the Purchaser with respect to the processing of the Personal Data; and j) notify the Purchaser without undue delay and in any event within 24 hours on becoming aware of an actual or suspected Personal Data Breach by email to dataprotection@qiagen.com with sufficient detail to enable the Purchaser to identify the facts relating to the Personal Data Breach, its effects and the Supplier's remedial action and in all cases Supplier shall implement such remedial action as soon as possible and in any event within 12 hours of becoming aware of an actual or suspected Personal Data Breach.
- e) At the Purchaser's request, the Supplier shall provide the Purchaser with a copy of all the Purchaser Personal Data held by it in the format and on the media reasonably specified by the Purchaser.
- f) The Supplier shall indemnify the Purchaser and its Affiliates in full against all liabilities, costs, expenses, damages or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser and/or its Affiliates arising out of or in connection with any breach by the Supplier of its obligations under this clause 25. Liability under this indemnity is unlimited.

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- 9) The Purchaser may, at any time on not less than 30 days' notice, revise this clause 25 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this terms).

27. Miscellaneous

Should any of the provisions of these purchase conditions or of the specific conditions of the undertaking be or become invalid, this shall not affect the validity of the remaining provisions. The parties to the agreement undertake to replace the invalid provision with a provision that most closely approximates its purpose

28. Cancellation

Purchaser may cancel this PO without having further liability to Supplier if any of the following occur: (a) Supplier's proposed delivery date is unacceptable to Purchaser and the parties cannot mutually agree to an alternative date; or (b) Supplier commits an act of Bankruptcy or becomes insolvent, is adjudicated as bankrupt or has a voluntary or involuntary petition of bankruptcy filed against it. In the event that Purchaser wishes to cancel the PO, Purchaser shall provide written notice to Supplier and cancellation shall be effective 10 days after Supplier's receipt of such notice. Upon receipt of such notice, Supplier will, as and to the extent directed by the Purchaser, terminate work under this order and any subcontracts outstanding hereunder. Unless and to the extent otherwise specifically provided for elsewhere herein, the only liability of Purchaser for cancellation of the order in whole or in part is reimbursement to the Supplier for all direct cost incurred by the Supplier in reasonable preparation for fulfilment of the PO, less any amounts received by the Supplier for mitigation efforts including without limitation the resale of such work in process. Such payment by Purchaser will be in full satisfaction of all claims which Supplier may have against Purchaser under this or for the cancellation of the PO.

29. Survival

The terms of this PO that may reasonably be interpreted or construed as surviving the expiration or cancellation of the PO (including, without limitation, Sections 3, 12, 14, 21, 22 and 23) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

30. Independent Contractors

The parties hereto are independent contractors and nothing in this PO will constitute the parties to be partners or constitute one party the agent of the other party. Neither party shall have, or shall represent that it has, authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.