

TERMS AND CONDITIONS OF PURCHASE

1) **PURPOSE.** For all legal effects and purposes, this Purchase Order constitutes an agreement in principle entered into by Becton Dickinson de Mexico S.A. de C.V. (hereinafter referred to as "BD") and the "VENDOR" (meaning by VENDOR any individual VENDOR or entity with which "BD" enters into commercial agreements). This Purchase Order is effective and accepted pursuant to its terms due to by the sole fact that "THE SUPPLIER" provides the goods or services requested, to BD.

2) **QUALITY AND QUANTITY.** The "VENDOR" is obliged to supply "BD" with the goods and/or services in accordance with the quality, quantity and presentation specified in this Purchase Order, or if applicable, in accordance with the technical specification agreed in advance by and between "BD" and the "VENDOR". The "VENDOR" expressly waives the time periods and benefits established in Article 383 of the Commercial Code, accepting that the mere receipt of goods or services by "BD" shall not imply acceptance thereof. "BD" shall have a period of 90 calendar days to review and accept the services or goods or to make any claim for lack of compliance regarding quantity, type, or quality of said services and/or goods and a period of 120 calendar days for any hidden defects. "BD" shall be entitled, at its entire discretion, to inspect and/or accept the goods and/or services supplied by the "VENDOR." In the event of "BD's" rejection of the goods and/or services, "BD" shall reserve the right, at its own discretion, to: 1. Rescind this Purchase Order, thereby binding the "VENDOR" to reimburse the monetary amounts paid covered by the Purchase Order, or 2. Request the "VENDOR" to replace the goods and/or services to meet the specifications set forth in this Purchase Order, or if applicable, in the technical specification agreed in advance by and between "BD" and the "VENDOR." In the event that the goods and/or services were rejected for reasons attributable to the "VENDOR", said party shall pay the costs of inspection and/or costs of testing, as well as the damages incurred to "BD." This payment shall be made as per instructions issued by BD. "The "VENDOR" shall have a term of two business days from BD's request, to replace any defective or off-specification goods and/or services. Where applicable, the amount paid by BD shall be reimbursed in accordance with the deadlines and conditions agreed with BD's Purchasing Department for the reimbursement of the amount paid by "BD" or the replacement of defective or off-specification goods and/or services. The quantity of goods and/or services shall be as stipulated in this Purchase Order and may not be modified without the prior written authorization of "BD". Goods shipped 10% in excess of the order may, at the discretion of "BD" be returned at the expense of the "VENDOR" and without any liability to "BD."

3) **DELIVERIES.** The "VENDOR" agrees to deliver in accordance with the specifications agreed by and between both parties, the goods and/or services referred to in this order on time, to the quality, quantity, presentation and at the place or places set forth herein, it being agreed that if the place for delivery and/or the rendering of services is any of "BD's" plants or offices, said goods shall be delivered and/or services shall be rendered at the times indicated by "BD". "BD" shall reserve the right to collect or remove goods in question directly from the "VENDOR's" warehouses or facilities. Unless otherwise agreed, all fees and expenses incurred in transporting the goods covered by this Purchase Order to the point of shipment or delivery shall be borne by the "VENDOR". "BD" may, on written consent, accept partial deliveries of goods and/or services in times or terms other than those set forth in the original Purchase Order. In this case, "BD" shall pay only the goods or services accepted. The delivery term is essential in this Purchase Order and if the goods are not delivered and/or the services are not rendered within the specified term, "BD" may, at its entire discretion, cancel the Purchase Order and claim any resulting losses or damages, as well as request the "VENDOR" to reimburse the amounts paid.

4) **PACKING AND SHIPPING.** The "VENDOR" is obliged to deliver the contracted goods suitably packed in order to avoid damage to the goods at no extra charge to "BD", unless the latter expressly approves said additional payments.

5) **RISKS AND DAMAGES.** The "VENDOR" shall be liable for all losses or damages sustained by the goods covered by this Purchase Order until delivery to "BD" to its entire satisfaction. The "VENDOR" shall also be liable for potential personal or property damages incurred to "BD" and/or third parties resulting from defects in quality, quantity, delivery times, packaging, transportation and/or undue operations performed by the "VENDOR" in rendering the service or delivering the goods covered by this Purchase Order. Therefore, the "VENDOR" shall hold "BD", its shareholders, subsidiaries, affiliates and/or employees harmless from any claims and/or legal action of any kind filed by any third party in the regard.

6) **INTELLECTUAL PROPERTY.** The "VENDOR" shall be liable for any breach or misuse of any industrial or intellectual property right held directly or indirectly by a third party, whether in Mexico or abroad, which results from the goods and/or services described in this Purchase Order. Therefore, the "VENDOR" hereby agrees to defend and hold "BD" harmless from all legal contingencies, as well as to indemnify "BD" for any expenses and losses incurred by the latter, including legal costs and lawyers' fees resulting or arising from any claim in this connection.

7) **LABOR LIABILITY.** The "VENDOR" hereby declares that the personnel contracted to deliver goods and/or render services shall be under said party's strict and exclusive liability, direction, economic and labor subordination, and dependence. Therefore, "BD" shall have no civil, labor or any other relationship with any individual or company engaged by the "VENDOR" for the performance of this Purchase Order. Consequently, the "VENDOR" shall be obliged to hold "BD" harmless from and indemnify it for any action or claim filed by any third party.

When the nature of the goods or services so requires, "SUPPLIER" may make its employees available to "BD", provided that "SUPPLIER" is registered with the labor authorities as a provider of specialized services, and is obligated to provide "BD", upon request, with the necessary documentation to ensure its compliance with labor, tax and social security matters with respect to its employees in accordance with the applicable legislation in force.

Failure of the supplier to comply with this obligation shall be a ground for termination of the business relationship as a justified cause for BD

8) **CANCELLATION OF THIS PURCHASE ORDER.** The "VENDOR" hereby agrees that "BD" may cancel this Purchase Order in the event of breach of any of the obligations set forth herein based on the acceptance thereof, or any of the obligations assumed by the "VENDOR" in the agreement that regulates the transaction covered by this Purchase Order. "BD" may cancel this Purchase Order without any liability whatsoever if the "VENDOR" is duly notified of this cancellation at least 20 days in advance of the date on which the goods are delivered or the services are rendered.

9) **EXCLUSIVITY.** The fact that the contracting parties sign this Purchase Order shall not imply any exclusivity whatsoever in the purchase of goods and/or acquisition of the service by "BD." Except in special cases where there is prior agreement by and between both parties (in cases of special or tailor-made equipment, etc.)

10) **PAYMENTS.** All payments shall be in Mexican pesos. In the event that the price of the goods and/or services has been agreed in foreign currency, payment shall be made in national currency at the exchange rate published in the Federal Official Gazette on the date of the transaction, unless payment is made outside Mexico. Therefore, all quotations and purchase orders shall agree with regard in the respective currency. Receipt of original "VENDOR" invoices by "BD" shall be understood as review and all invoices shall comply with all tax requirements in force at the date of issue. The price stated in this Purchase Order shall be equal to the price billed. Payments shall be made in accordance with the "BD" payment schedule.

11) **CONFIDENTIALITY.** The "VENDOR", during the term of this Purchase Order and for a period of five (5) years after the completion of the resulting legal relationship established by and between the parties, they shall be bound to consider all the information provided by "BD" in relation to this Purchase Order as confidential, including but not limited to all verbal, written, graphic, electromagnetic information, including without limitation the creation of systems, technical, financial and business information, client or market projects names, etc.

12) **SURVIVAL OF TERMS AND CONDITIONS.** In the event of any discrepancies between the contract and/or any agreement other than this Purchase Order that regulates the terms and conditions of the transaction, said contract and/or agreement shall prevail over this Purchase Order. If any term and/or condition is not covered by the respective contract and/or the agreement, the parties hereby agree to abide by the provisions of this Purchase Order only with regard to the specific term and/or condition.

13) **FOREIGN CORRUPT PRACTICES** VENDOR recognizes and accepts its obligation to supply "BD" with the goods and/or services in accordance with efficiency and diligence in accordance to generally accepted ethical business standards, and that all activities that the VENDOR carry out under this Agreement will be in accordance with all applicable laws, regulations and orders of the government of the Territory, restraining, directly or indirectly, from giving way any kind of gifts, pay or offering to pay commissions, or any other sort of gratification that might be unethical or illegal in the Territory. VENDOR will refrain from implementing any acts that materially and adversely affect in any way BD's commercial interests and will follow all laws, regulations, and any other applicable legislation, especially, those regarding corruption practices (including, but not limited to applicable law in the Territory, as well as the United States "Foreign Corrupt Practices Act"). Therefore, VENDOR will not perform any act which is illegal act including but not limited to, give, or offer, directly or indirectly, expenses, utilities, or any other sort of benefits, for any reason, to any person (government official) or entity (governmental or not), restraining from perform any act that would materially and adversely affect VENDOR'S or BD's correct, legal, and ethical activities. "The VENDOR" agrees to comply with the "BD" Code of Conduct provisions, document that hereby declares to know and understand completely. The VENDOR shall report any breach of the "BD" Code of Conduct which has knowledge, and it arises from the commercial relationship covered by this purchase order, calling to the telephone (52) + 55 5999 8329 with attention to Legal Direction of "BD".

14) **YOUR REPRESENTATIONS.** (A) You state for our benefit that as of the date of this Purchase Order you have the lawful power and authority to enter into this Agreement. (B) the individuals signing this Agreement have been duly authorized to do so on your behalf, (C) you are not aware of anything that will have a material negative effect on your ability to satisfy this Purchase ORDER, and (E) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

15) **JURISDICTION.** For the interpretation and performance of this Purchase Order, the parties submit to the jurisdiction of the courts in the Federal District of Mexico City, as well as the applicable laws in force in said jurisdiction, thereby expressly waiving any other jurisdiction to which they may be entitled due to their present or future domiciles or for any other reason. This Purchase Order is signed in duplicate in the Federal District of Mexico City on the date stipulated on the first page hereof, with a copy for each party.