



STANDARD TERMS AND CONDITIONS

- 1. QUALITY:** T2 Biosystems, Inc. (“Buyer”) shall have the right to inspect and test any goods before acceptance and reserves the right to reject and refuse acceptance of goods which are not in accordance with this order, specifications provided or Seller’s express or implied representation or warranties. In the event that any goods are rejected by Buyer, Seller shall, in the sole discretion of Buyer, and at the sole expense of Seller, (i) repair the rejected goods, (ii) replace the rejected goods with conforming goods, within a commercially reasonable timeframe or (iii) refund to Buyer any amounts paid by Buyer for the rejected goods and cancel this order. Buyer may charge Seller for the cost of inspecting and/or rework of rejected goods and all related transportation charges. Rejected goods may be returned to Seller, or held by Buyer, at Seller’s risk and expense. Payment for any goods shall not be deemed acceptance of the goods. Buyer must be notified in advance of any changes in the product or services provided to Buyer under this order so that Buyer may determine whether the change will affect the quality of its finished product. Seller must obtain approval from Buyer of such proposed change prior to implementation.
- 2. QUANTITY:** Goods shipped in excess of the quantity designated may be returned at Seller’s expense.
- 3. PRICE:** In case the price specified includes the payment of or allowance for any transportation charges by Seller, such costs shall be itemized separately in each invoice. No increase in price shall be effective without the prior written approval of Buyer (email shall suffice). Seller warrants that the prices quoted in this order are not greater than those currently charged any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Buyer. All local, state and federal excise, sales and use taxes, when applicable, shall be stated separately on Seller’s invoice. Seller shall be responsible for all other items and taxes not expressly stated on Seller’s invoice and accepted by Buyer.
- 4. DELIVERY:** Every package shall be labeled with Buyer’s order number and a description of the contents. Each package shall be properly packed for shipment. No charges will be allowed for packing, crating, freight, insurance, express or cartage unless specified. Time is of the essence and if any goods are not delivered within the time specified in this order, or within a reasonable time if no time is so specified, Buyer may either (a) refuse to accept such goods and terminate this order, or (b) cause Seller to ship the goods by the most expeditious means of transportation, with any additional transportation charges, in excess of those which would apply for the usual means of transportation, borne by the Seller. All shipments shall be F.O.B. Destination, Freight Pre-paid (unless otherwise specified and agreed to by Buyer) and all shipments shall comply with all applicable FDA and Hazardous materials regulations, and any specific instructions issued by the Buyer. All materials must meet RoHS2 DIRECTIVE 2011/65/EU.
- 5. INSTALLATION:** In the event that any goods ordered require, in connection with the installation thereof, the services of a supervisor, expert or other employee connected with or employed by Seller, Seller agrees to furnish the same, within a commercially reasonable timeframe, without charge. Such supervisor, expert or other employee (the “Seller Agent”) in



performing such services shall not be deemed to be the agent or employee of Buyer, and Seller assumes full responsibility for, and Seller warrants that it has adequate insurance to protect Buyer against, Seller Agent's acts and omissions. Seller assumes all other responsibility and



liability for Seller's Agent, including, but not limited to, exclusive liability for any payroll taxes or contributions imposed by any Federal or State law.

6. **CHANGES:** Buyer shall have the right by written notice to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller. If such suspension or changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment shall be asserted in writing within thirty (30) days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

7. **CONFIDENTIALITY AND OWNERSHIP:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other items, intellectual property (tangible or intangible), or information furnished by Buyer ("Material") without Buyer's prior written approval by formal written agreement signed by an officer of Buyer. Buyer shall retain exclusive title at all times to the Material and all derivatives, and where practicable the Seller shall clearly mark or tag the Material to indicate this ownership. Seller shall bear the risk or loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this order unless Buyer shall otherwise direct in writing (email shall suffice). Upon completion of deliveries hereunder, or upon termination or expiration of this order, any and all such Materials, including all copies or derivatives thereof, shall be promptly delivered to Buyer. Except to the extent required by law, Seller shall make no reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of the goods or services covered by this order without the prior written consent of Buyer.

8. **WARRANTY:** (a) Seller expressly warrants that the goods or services provided shall be merchantable, shall conform to this order, to specifications, drawings, and other descriptions referenced in this order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances. (b) Seller warrants that, if applicable, the goods: (i) are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended (Act), or within the meaning of any applicable statute or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in Act; (ii) are not goods which may not under the provisions of Sections 404, 505, 515 or 516 of the Act be introduced into interstate commerce, or which may not under substantially similar provisions of any state or municipal law be introduced into commerce; and (iii) are in full compliance with all applicable laws and regulations. (c) All these warranties and other warranties, express or implied, as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, then for the longer of (i) a period of one (1) year after delivery, or (ii) such period as allowed or required by law.

9. **INDEMNIFICATION:** Seller shall defend, indemnify and hold Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all



claims, liability, damage, loss, and expenses, including attorney's fees, incurred by Buyer relating to or caused by: (a) actual or alleged patent, copyright, or trademark, infringement or violation of any other proprietary right, arising out of the purchase, sale, or use of the goods or services covered by this order, including any violation of nondisclosure obligations; (b) actual or alleged defects in the services or in the design (if applicable), manufacture, or material of the goods (unless supplied by Buyer); (c) actual or alleged breach of warranty; (d) failure of Seller to deliver the goods or services on a timely basis; or (e) failure of the goods or services to meet the requirements of applicable law, including without limitation the following statutes: Federal Food, Drug, and Cosmetic Act; Federal Hazardous Substances Act; Fair Packaging and Labeling Act; Federal Trade Commission Improvement Act; Occupational Safety and Health Act of 1970; Fair Labor Standards Act; and the Equal Employment Opportunity Act.

In the event of a claim under this paragraph, Buyer may at its option terminate this order or defer acceptance of the balance of the goods or services ordered until the claim is resolved. If Buyer is enjoined from use of the goods, Seller shall, at Buyer's option, either procure for Buyer the right to continue using the goods; replace the goods with substantially equivalent but compliant goods; modify the goods so as to be non-infringing and usable by Buyer, or repurchase the goods at the price set forth in this order. This Paragraph shall not be construed to indemnify Buyer for any loss to the extent it is solely attributable to Buyer's design, specification, or negligence. Further, Seller agrees to maintain the confidentiality of any such specifications provided by Buyer, protect Buyer's intellectual property, and indemnifies Buyer against any loss, damages or costs incurred by Buyer relating to the breach of such obligations of confidentiality and protection.

10. **INSURANCE:** Seller shall obtain and keep in force for three years after the last delivery under this order, general comprehensive liability insurance covering each occurrence of bodily injury and property damage in an amount of not less than \$1 Million (or any other amount Buyer may indicate in this order) combined single limit with special endorsements providing coverage for: (a) Products and Completed Operations Liability; (b) Blanket Broad Form Vendor's Liability; and (c) Blanket Contractual Liability. If services are performed under this order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal injury, and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability, and Automobile Liability Insurance coverage in amounts acceptable to Buyer. If requested, Seller shall furnish Buyer with a certificate evidencing the required insurance and shall add Seller as an additional insured.

11. **CONTINGENCIES:** Neither party hereto shall be liable for default or delay in performing its obligations if caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial plant shut down due to the insufficiency of raw materials or power, and/or any other similar occurrence providing it is beyond the reasonable foreseeable control of the party so defaulting or delaying. In the event of such a failure to perform, Buyer shall have the option to terminate this Purchase Order, without liability to the Seller (except for raw materials specifically purchased by Seller for Buyer), if such failure to perform shall continue for more than ten (10) business days. In the event that a recall of the goods delivered by Seller hereunder is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within Seller's control, Seller shall bear all direct and indirect costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet



obligations to third parties.

12. **TERMINATION.** (a) Buyer may terminate this order, in whole or in part, without liability: if Buyer anticipates Seller's breach of this order and Seller does not provide adequate assurance of its performance within ten (10) days of Buyer's request; if deliveries are not made at the time, or in the quantities specified; or in the event of a breach or failure by Seller to meet any other terms of this order. This right shall be in addition to any other remedies provided by law. (b) Buyer may terminate this order, in whole or in part, at any time for convenience by notice to Seller in writing. Seller's sole compensation and remedy for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice, plus, in the event of a termination for convenience described in (b) above, any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days of the date of termination and shall be subject to audit by Buyer. (c) Upon termination, title to all equipment, Materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and any other items for which Seller may submit a claim shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

13. **REMEDIES:** The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer, whether at law or equity. Any counterclaim against Seller or any of its related entities, by Buyer or any of its related entities, which arise out of this or any other transaction may be set off against any money due Seller under this order.

14. **COMPLIANCE WITH LAWS.** In filling this order, Seller will comply with all applicable federal, state, and local laws, including, but not limited to, the following: (a) Executive Order 11246 as amended, which provides in part that Seller will take affirmative action with regard to recruiting and retaining minorities in all levels of its workplace, including all requirements set forth in Section 202 of the Executive Order which are incorporated by reference; (b) laws prohibiting discrimination on the basis of an applicant's or employee's protected status; and (c) the affirmative action and nondiscrimination requirements provided by 41 CFR 60-250.4(m) and 41 CFR 60-741.4(f) protecting the interests of handicapped workers and disabled and Vietnam-era veterans.

15. **ASSIGNMENT AND WAIVER:** Any assignment of this order without the prior written consent of Buyer shall be void. No waiver by either party of any breach of any of these terms or conditions shall be construed as a waiver of any subsequent breach, whether of the same, or of any other term or condition.

16. **GOVERNING LAW:** The validity, interpretation, and performance of this order shall be governed by the laws of the Commonwealth of Massachusetts.

17. **ENTIRE AGREEMENT:** These terms and conditions are a material part of the order and are incorporated by reference into all purchase orders between Buyer and Seller. Acceptance of this order shall represent acceptance of the terms and conditions herein, and shipment of goods ordered hereunder shall be deemed to be such acceptance. If any term or condition of these terms and conditions is held invalid, illegal or unenforceable for any reason by a court of competent



jurisdiction, such provision shall be deemed severed and the remainder of the provision hereof shall continue in full force and effect. This order constitutes the entire agreement between the parties pertaining to the subject matter hereof, and there are no other oral understandings, representations, or warranties relating hereto. Any additional or different terms proposed by either party will not become part of this order unless and until accepted in writing by both parties.