

## TERMS AND CONDITIONS OF PURCHASE

### 1. General.

These terms and conditions apply to all purchases, receipt of the provision of services, outsourcing or other agreements which Nippon Becton Dickinson Co., Ltd., or Medicon Corporation (both are affiliated companies with each other, and respectively called as “BDJ”) enters into with any supplier of any material, ingredient, device or substance, or with a contractor for the contractor’s performance of any manufacturing service, process, repair, maintenance, construction, or other activity. (A Supplier of goods or services under such an agreement is a “Supplier.” All Goods supplied under such an agreement are referred to as the “Goods.”).

### 2. Prevailing Terms.

Notwithstanding Section 1, if there is a conflict between an agreement executed between BDJ and Supplier and these terms and conditions, then the terms of the agreement will prevail.

### 3. Individual Agreement Formation and Amendment.

- (1) BDJ shall send a purchase order indicating the order date, name of the Goods, specifications, delivery date as specified in Section 7 (the “Delivery Date”), quantity to be purchased, the place of delivery, amount payable, payment due date and other necessary matters relevant to the transaction. Within three business days from receipt of the purchase order (the “Notice Period”), Supplier shall respond in writing whether or not Supplier accepts BDJ’s order. An individual agreement shall form between Supplier and BDJ when Supplier sends notice of acceptance of the purchase order. The purchase order shall be deemed accepted if Supplier does not respond within the Notice Period.
- (2) If, in response to a purchase order, Supplier sends BDJ terms or conditions that are in addition or contrary to these terms and conditions, Supplier must first receive agreement from BDJ for the proposed terms or conditions to be binding.
- (3) BDJ may, in its discretion, amend or terminate an individual agreement after the individual agreement has been formed. However, if BDJ’s amendment or termination results in an increase or decrease in price, or a change in the delivery date, then Supplier shall notify BDJ within one week of receiving BDJ’s notice of amendment or termination. BDJ and Supplier shall negotiate and agree regarding the increase or decrease in price and the change in the delivery date as applicable.
- (4) BDJ may make an additional amendment to the individual agreement or rescind an amendment to the individual agreement based on the notice from the Supplier.

### 4. Compliance with Laws and BDJ’s Code of Conduct.

Supplier shall comply with all applicable law and regulations in its performance under these terms and conditions and/or an individual agreement. Supplier shall receive all necessary governmental approvals and/or permissions and at all times act within the scope of the approvals or permissions. BDJ may review all relevant documentation of Supplier as is reasonable for BDJ to comply with all regulatory requirements and reporting obligations. Supplier shall comply with all anti-corruption laws and regulations of Japan, the United States and all other countries (including Article 198 of the Japanese Penal Code; Article 18 of the Japanese Unfair Competition Act; the United States Foreign Corrupt Practices Act; and the UK Bribery Act and all revisions thereto). BDJ has provided Supplier with the “BD Code of Conduct” and the “BD Expectations for Suppliers.” Supplier understands both of them, and shall act in accordance with them in its performance under these terms and conditions and/or any individual agreement,

### 5. Manufacturing Dies

- (1) At its discretion, BDJ may lend, free of charge, dies owned by BDJ (“Dies”) for the Supplier to manufacture Goods. If BDJ lends Dies to Supplier, then Supplier shall provide BDJ with a “Certificate of Lease of Manufacturing Dies” and store the Dies so that they can be presented to BDJ on request any time. Supplier shall ensure that labels and placards on the Dies containing serial numbers and indicating that the Dies are the property of BDJ are not removed or separated from the Dies.
- (2) Supplier shall use the Dies solely to manufacture the Goods. Without the prior written consent of BDJ, Supplier may not alter the Dies or use the Dies except to manufacture the Goods.
- (3) Supplier shall bear all costs of repair, maintenance and storage arising out of or related to use of the Dies.

(4) If the Dies become unnecessary because the Goods cease to be manufactured, or there is a material change in the specifications for the Goods, then Supplier shall notify BDJ and Supplier shall, at Supplier's expense, either return the Dies to BDJ or destroy them.

(5) If new Dies are necessary because the Dies become old or because of a material change in the specifications for the Goods, then BDJ shall bear the costs associated therewith. The leasing of any new Dies will be subject to this Section 5.

#### 6. Subcontracting.

Supplier may not assign or subcontract any or all of its performance under these terms and conditions or under an individual agreement without BDJ's prior written consent. If Supplier receives BDJ's consent and assigns or subcontracts any or all of its performance under these terms and conditions and/or an individual agreement, then Supplier shall cause the assignee or subcontractor to comply with all obligations imposed on Supplier under these terms and conditions and/or the individual agreement. Even if Supplier assigns or subcontracts a part or all of its performance under these terms and conditions and/or an individual agreement, Supplier shall remain liable to BDJ.

#### 7. Transfer of Title.

(1) Transfer of title to the Goods shall occur when the Goods are delivered to BDJ in accordance with the purchase order (or if Supplier is providing repair, maintenance or other services, and if agreed by BDJ, when Supplier provides BDJ with a document indicating that the services are complete.)

(2) If BDJ instructs or otherwise agrees in writing that Supplier make separate deliveries of the Goods, then transfer of title for each individual delivery of the Goods shall occur per each delivery in accordance with the previous Section 6 (1).

(3) Notwithstanding any provision in this Section 7, if BDJ does not receive instruction booklets, manuals or other documentation necessary or useful to use the Goods, then title to the Goods will not be transferred to BDJ until the documentation is delivered to BDJ.

#### 8. Delay in Delivery

(1) If Supplier cannot deliver the Goods on or before the Delivery Date, or if Supplier thinks that Supplier will not be able to deliver the Goods on or before the Delivery Date, then Supplier shall immediately inform BDJ of the reason for the delay and the anticipated delivery date. Supplier shall comply with instructions from BDJ regarding the anticipated delay.

(2) If the delay in delivery specified in the previous provision (1) is due to an action or inaction by Supplier, then in addition to taking any other legal remedies available to it, BDJ will subtract from the price an amount equal to 1/1000th of the price in the individual agreement for each day of delay from the date following the Delivery Date as the initial date in reckoning until the date that title to the Goods is transferred to BDJ.

(3) The provisions of the previous provision (2) are not in lieu of any damages that BDJ may claim against Supplier for breach of contract or otherwise. Supplier shall indemnify BDJ for all damage (including interest and indirect and consequential damages) arising out of or relating to Supplier's delay in delivery of the Goods.

#### 9. Inspection.

BDJ shall promptly inspect the Goods once title to the Goods has transferred to it. BDJ shall inform the Supplier within one month after transfer of title whether or not the Goods passed inspection. If BDJ does not send notice regarding whether or not the Goods passed inspection within one month after title to the Goods has transferred to BDJ, then the Goods will be deemed to have passed BDJ's inspection. If BDJ determines that the Goods failed inspection, then at Supplier's cost, BDJ may, at its discretion choose to require the repair, reworking, return, or remediation of the deficiency in the Goods, the purchase of substitute goods, inform Supplier that BDJ will pay a reduced price as a result of the Goods failing to pass inspection, or terminate the individual agreement. The Supplier will be liable to BDJ for damages even if the Supplier takes measures in response to the failure of the Goods to pass inspection. If, in accordance with this Section 9, BDJ determines that Goods have failed inspection and requests the repair, reworking, return, remediation of the deficiency in the Goods, or the purchase of substitute goods, then the Goods will be subject to inspected as provided for in this Section 9.

#### 10. Transfer of Ownership of Goods.

Ownership of the Goods will transfer from the Supplier to BDJ when title is transferred in accordance with Section 7.

#### 11. Risk of Loss.

Supplier bears all risk of loss, damage, or degradation of quality of the Goods that occurs before BDJ's dispatch of notice to the Supplier that the Goods have passed inspection as provided for in Section 9. If there is such a loss, damage or degradation in the quality of Goods, Supplier shall at its own expense, and in accordance with these terms and conditions and the individual agreement, supply replacement Goods which will undergo inspection by BDJ as provided in Section 9.

#### 12. Specifications.

If BDJ and Supplier separately agree on specifications for the Goods ("Specifications"), then the Supplier shall supply Goods that meet the Specifications.

#### 13. Quality of Goods and Warranties.

(1) Supplier warrants that the Goods will meet the quality generally expected by the reasonable standard of trade practice and the Specifications.

(2) If, BDJ discovers that the Goods do not meet the previous provision from the perspective of kind, quantity or quality ("Defect"), BDJ shall, within one year from the date when BDJ discovers the Defect, notify Supplier of the Defect. With such a notice, BDJ may request Supplier to take any of the measures set forth in the following, and Supplier shall take the measure at Supplier's cost, and in accordance with BDJ's instruction; i) repair of the Goods, ii) delivery of goods to supply a deficiency or as substitutes for the Goods, or iii) reduce the price for the Goods.

Supplier shall be liable to BDJ for damages even if Supplier takes measures in response to the Defect in the Goods. If the measure(s) are taken by Supplier, Section 9 applies to the goods or a substitute.

(3) Notwithstanding the previous provision, if the transaction under these terms and conditions is subject to the Japanese Act against Delay in Payment to Subcontractors; Act No. 120 of June 1, 1956 ("Act"), BDJ shall, within one year from the delivery of the Goods with Defect, notify Supplier of the Defect.

#### 14. Invoicing and Payment.

(1) When Supplier receives a notice from BDJ that the Goods have passed inspection (or when the notice is deemed to have been sent) as provided for under Section 9 (1), Supplier shall promptly send to BDJ an invoice that includes the number on the relevant purchase order issued by BDJ. The invoice shall be payable at the end of the second month following the month to which the date of invoice printed in the invoice belongs. BDJ shall pay the invoice amount to the bank account specified by the Supplier.

(2) Notwithstanding any provision in this Section, if payment to the Supplier is subject to the Act, BDJ will close its accounting records at the end of each month and within five business days after the end of each month, Supplier shall send to BDJ an invoice containing the purchase order number for Goods whose title passed to BDJ in the applicable month. BDJ shall pay the invoice before the last day of the month which follows the month in which BDJ closed its accounting records for the relevant transaction.

#### 15. Complaints.

(1) If BDJ uses Goods as components or parts to BDJ finished products ("Finished Products"), and if BDJ receives a complaint from a third party user of a Finished Product related to the Goods, or a complaint that is related to the Goods, then BDJ shall promptly inform Supplier of the complaint. Supplier shall promptly investigate the cause of the complaint and inform BDJ of the results of the investigation and BDJ and Supplier shall discuss the complaint.

(2) If, after BDJ receives the results of the Supplier's investigation into the cause of the complaint, BDJ determines that the complaint was caused by a Defect in the Goods, BDJ shall, at the Supplier's expense,

determine the appropriate response in dealing with the third party who brought the complaint, including a recall of the Finished Product. The Supplier shall provide all necessary cooperation requested by BDJ.

#### 16. Recalls.

If BDJ recalls Finished Product from any third party because BDJ determines, or has a suspicion, that a complaint was caused by a Defect in the Goods, then the Supplier shall bear all costs associated with the recall.

#### 17. Audit.

Upon seven days prior notice from BDJ to the Supplier, BDJ may, during Supplier's normal business hours in order to perform a reasonable quality inspection of the Supplier, visit and inspect the Supplier's facilities for manufacturing Goods or otherwise related to the Goods. If, based on the results of the inspection provided for in the previous section BDJ makes requests an investigation of the Supplier or instructs Supplier to take remediation measures, then the Supplier shall perform an investigation and/or implement remediation measures within a reasonable time, as determined by BDJ. Supplier shall report to BDJ regarding the investigation and/or remediation as applicable.

#### 18. Indemnification.

Supplier shall indemnify and hold harmless BDJ for all claims, damages, losses, and expenses (including reasonable attorneys' expenses) arising out of or relating to personal injury, death, illness, loss of property and/or other damage caused by or related to Defects in the Goods

#### 19. Confidentiality.

- (1) Confidential information means any confidential, proprietary, non-public information relating to the business, technology, products, processes or customers of a party that is disclosed or provided by a party to the other party, directly or non-directly that is marked as confidential, proprietary or other similar marking. Confidential information may be written, documentary, recorded, or otherwise fixed in a tangible medium, electronically communicated, or orally or visually communicated, and shall include, but not limited to, laboratory notebooks, charts, specifications, circuits, graphs, samples, formats, models and data, whatever may be the medium. Orally or visually communicated information shall only be confidential information if the disclosing party provides the receiving party with such information reduced to writing and marked as confidential, proprietary or other similar marking within thirty (30) days of such oral or visual disclosure.
- (2) All confidential information is the sole and exclusive property of the disclosing party, and all confidential information, including all copies, shall be promptly returned to the disclosing party on termination or expiration of these terms and conditions, upon written request of the disclosing party; provided however, the receiving party may retain one (1) copy of confidential information for archival or legal purposes only. The receiving party shall maintain the confidential information in strict secrecy and confidence, and shall not disclose it to a third party other than its employees and officers (in case of BDJ, including the employees and officers of BDJ's affiliates) to whom such confidential information is required to be disclosed. If the receiving party discloses confidential information to any third party with prior written consent of the disclosing party, the disclosing party shall put the third party under obligations equivalent to the obligations undertaken by itself under these terms and conditions. The receiving party shall use confidential information only for the performance hereunder and never use confidential information for benefit of itself or a third party without prior written consent of the disclosing party. The receiving party's obligations shall not apply to any information which:
  - ① was known by the receiving party at the time of disclosure, except to the extent unlawfully appropriated by the receiving party, such prior knowledge being evidenced by contemporaneous written evidence; or
  - ② is or becomes generally known in the trade or business pertaining to such information or otherwise becomes publicly known at or after the time of disclosure by the disclosing party, through no wrongful act of the receiving party; or
  - ③ is rightfully received by the receiving party from a third party without restriction; or
  - ④ is independently developed by the receiving party independent of any confidential information, such independent development being performed solely by persons not having access whatsoever to confidential information, as evidenced by contemporaneous written evidence;

- (3) When BDJ is the receiving party, “receiving party” in this Section includes all BDJ affiliates.
- (4) The confidentiality obligations survive until such information is no longer confidential information as defined in this Section.
- (5) Confidential information may be disclosed if such confidential information is required to be disclosed by a court or judicial or governmental authority of competent jurisdiction, by any applicable law, rule or regulation, or by any applicable stock exchange or stock association rule, and in such event, the receiving party shall provide prompt written notice to the disclosing party or take measures to protect the confidential information so as to enable the disclosing party to resist any such required disclosure and/or to enjoy suitable protection regarding such disclosure. The receiving party shall never disclose the disclosing party’s confidential information without such notice or measures above, and any disclosure without such notice or measures above shall constitute a violation of these terms and conditions.
- (6) Neither party shall be obligated to disclose to the other party any particular information.

## 20. Intellectual Property Rights.

Supplier acknowledges that BDJ and/or any of its affiliates has rights with respect to (i) all patents, trademarks, trade names, brands, design rights, utility model rights, copyrights, trade secret and other intellectual properties used or contained in the Finished Product and (ii) all marks that indicate the manufacturing features, quality and inventors used in or relating to the Finished Product (hereinafter collectively referred to as the “IP Rights, etc.”) and that BDJ holds all economic benefits resulting from the IP Rights, etc. Nothing herein implicitly or explicitly grants to Supplier any right or license based on the IP Rights, etc. or other proprietary right held and controlled by BDJ or its affiliate currently or in the future. In no event will Supplier acquire, under these terms and conditions or any individual agreement any right, title or profit with respect to the IP Rights, etc. of BDJ or any of its affiliates, and Supplier shall not make any contradictory claim.

## 21. Term and Termination.

- (1) If either Party breaches any provision of these terms and conditions and/or the individual agreement, the non-breaching Party shall have the right to terminate the individual agreement by serving on such breaching Party a notice about the breach, and if such a breach is not cured by the breaching Party within thirty (30) days when the breach is about the duty of payment or sixty (60) days when the breach is about other duties than the duty of payment.
- (2) If any of the following events occurs to either of the Parties hereto, the other Party hereto may immediately terminate, without notification, part or whole of the individual agreement executed between the Parties hereto:

Either party hereto suspends its payments, any bill endorsed or guaranteed by the party is dishonored or bank clearing is stopped by the clearing house;

- ① The property of either Party becomes subject to provisional attachment, provisional disposition, attachment, or disposition by public sale by a public authority;
  - ② Any note or draft issued by either Party is dishonored, or either Party otherwise becomes unable to make payments for its obligations;
  - ③ Either party files a petition for bankruptcy, auction, civil rehabilitation, corporate rehabilitation, special liquidation or any other similar procedure;
  - ④ Either party hereto resolves assignment of part or whole of its business, discontinuance or material change of its business or corporate dissolution; or
  - ⑤ The financial conditions of either party hereto worsen or there is reasonable ground to consider that such conditions will worsen.
- (3) Neither of the parties hereto shall be relieved from respective obligations they assumed before the termination or expiration of this Agreement. Notwithstanding the provisions of this section, Section 13 (Quality of Goods and Warranties), Section 15 (Complaints), Section 16 (Recalls), Section 17 (Audit), Section 18 (Indemnification), Section 19 (Confidentiality), Section 20 (Intellectual Property Rights), Section 21 (Term and Termination), Section 27 (Governing Law and Jurisdiction) shall survive the termination or expiration hereof; Section 14 (Invoicing and Payment) shall survive until the all payment is done; and Section 19 (Confidentiality) shall survive during the period specified in the section.

## 22. Amendment.

BDJ may, at its discretion, amend or replace these terms and conditions at any time.

## 23. Force Majeure.

Neither party may claim against the other for any loss or damage incurred due to any failure or delay by the other party in the performance of its obligations hereunder (except a delay in payment), if such failure or delay arises from any cause beyond the reasonable control of the party affected (hereinafter referred to as "Force Majeure"), including but not limited to, act of God, fire, epidemic spreading and institution, amendment or abolishment of laws. In case of Force Majeure, the party so affected shall give prompt notice to the other Party of such cause, and shall take whatever reasonable steps are appropriate in that Party's discretion to relieve the effect of such cause as rapidly as possible. Each Party shall have the right to terminate this Agreement with written notice effective upon receipt if Force Majeure continues to prevent performance by the other Party for a period of more than three consecutive months.

## 24. Assignment.

The Supplier may not, without a prior written consent of BDJ, assign a part or all of its rights or obligations these terms and conditions or an individual agreement. These terms and conditions and all individual agreements apply to and bind all successors and assigns.

## 25. Relationship of Parties.

The parties are independent contractors. Neither party is an agent or legal representative of the other for any purpose whatsoever, and neither is granted any right or authority hereunder, express or implied, to assume or create any obligation nor to represent, warranty or guarantee, except as expressly provided in these terms and conditions.

## 26. Waiver.

Even if a party waives its right(s) under these terms and conditions or an individual agreement in spite of the other party's breach of these terms and conditions or the individual agreement, such waiver shall not be a waiver of any subsequent breach of these terms and conditions or the individual agreement.

## 27. Governing Law and Jurisdiction.

These terms and conditions are governed by and construed in accordance with the laws of Japan. The parties hereby agree that the District Court of Tokyo has sole and exclusive jurisdiction to resolve any interpretation, construction, breach, dispute or other controversy arising out of, connected to or associated with these terms and/or conditions and any individual agreement. The parties hereby waive any objection to such sole and exclusive jurisdiction.

## 28. International Sales Transaction.

If the transaction based on these terms and conditions or an individual agreement is a cross-border transaction, these terms and conditions are construed in accordance with Incoterms®2020.

## 29. Headings.

The headings and subheadings are inserted for convenience of reference and so affect the interpretation of these terms and conditions or an individual agreement.

## 30. Severability.

If any provision of these terms and conditions or an individual agreement deemed or held to be illegal, invalid, unenforceable or contrary to any laws or regulations, all other provisions will continue in full force and effect, and the parties where possible will substitute for such provision a valid and enforceable provision which conforms as nearly as possible with the original intent of the parties or such provision shall be limited or eliminated to the minimum extent necessary so that these terms and conditions or the individual agreement shall otherwise remain in full force and effect.