

Master Terms and Conditions of Sale

These master terms and conditions of sale (“Terms and Conditions”) apply to the Oxford products purchased by the Customer (“Customer”) from Oxford Immunotec USA, Inc. (“Oxford”) which are collectively referred to herein as the “Products”. The Parties, intending to be legally bound, agree as follows:

- 1. Terms.** These Terms and Conditions apply to all sales of Oxford products by Oxford to Customer (the “Products”). The Quote, including these Terms and Conditions, and those attached in any exhibits or attachments, constitutes the entire contract between the Parties with respect to the Services and supersedes all prior written and oral agreements, understandings and representations. Except for Oxford’s annual written price adjustment notifications to Customer, no additional or different terms in any prior or subsequent purchase order, transmittal document, amendment or other Customer document shall be effective regardless of any provision to the contrary therein, unless in writing and signed by duly authorized representatives of both Oxford and Customer.
- 2. Products and Pricing.** The Customer will pay Oxford for Products provided in accordance with this Quote at the pricing indicated below. Pricing for Products is payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If the Customer claims any tax exemption, it must furnish a valid tax exemption certificate to Oxford before shipment of Products. The Parties agree and acknowledge that following the Initial Term, Oxford may adjust the price on an annual basis by providing thirty (30) days’ prior written notice thereof to Customer.
- 3. Invoices and Payment.** Invoices are due and payable net thirty (30) days in US dollars. Any amount not paid by the date due, except for those amounts that both Parties agree are in dispute, shall bear interest at the rate of 1.5% per month until paid in full. In the event Oxford is required to take legal or other collection action on a Customer’s account, the Customer will be responsible for all expenses incurred in connection with the collection action, including without limitation attorneys’ fees, court costs and collection service costs. Oxford reserves and Customer grants Oxford a purchase money security interest in each Product item, and to all its proceeds.
- 4. Product Shipment and Risk of Loss.** Shipment will be scheduled upon acceptance of Customer’s purchase order. All freight, insurance and other shipping expenses and similar charges that shall be assessed against the Product after delivery to the carrier shall be paid by Customer. All costs or charges in relation to loading, unloading, carriage and insurance, all of which amounts the Customer will pay in addition when it is due to pay for the Products. Where an order is placed for Products having a total invoiced value (excluding relevant tax and any additional transport, insurance, packing and/or additional costs) of less than \$100.00, Oxford reserves the right to make an additional charge of \$20.00. Oxford reserves the right to make an additional charge to cover the cost of necessary specialized packaging used in the dispatch of the Products. Title to all Products will pass to Customer F.O.B. Oxford’s place of business regardless of any provision for payment of freight or insurance, or selection of carrier by Oxford, or of the form of shipping documents. Oxford shall not be liable for failure or delay in shipment due to shortage of materials, labor difficulties, floods, fires, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of Oxford.
- 5. Warranty.** Oxford warrants that the Products shall conform in all material respects to the labeling supplied by Oxford for six (6) months from date of shipment. Oxford’s sole obligation under this warranty is to repair or replace any defective Product. This warranty shall not apply to defects resulting from misuse, negligence or accident. THE FOREGOING PROVISIONS SET FORTH OXFORD’S SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND OBLIGATIONS WITH RESPECT TO THE PRODUCT AND OXFORD MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. OXFORD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW, EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. OXFORD’S LIABILITY ARISING OUT THE MANUFACTURE, SALE OR SUPPLY OF THE PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCTS, EXCEPT AS PROVIDED IN CLAUSES 4 AND 5 BELOW. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.
- 6. Limit of Liability.** Clauses 3, 4 and 5 are intended to set out the sole basis for Oxford’s liability relating to Products and their use. Oxford agrees to indemnify Customer for certain losses under certain conditions, as outlined in this Clause 6. In no event, whether under this section or otherwise, shall Oxford be liable to Customer or any third-party for attorney’s fees or any incidental, indirect or consequential damages, including lost profits or loss of use. If and only if it is finally determined by a court of competent jurisdiction that the Product sold to Customer hereunder was defective in design or contained a manufacturing defect and that such defect was solely responsible for an error in diagnosis that caused harm to a patient, Oxford shall indemnify Customer for the compensatory damages paid by Customer to discharge the personal injury judgment with respect to Product. Oxford’s obligation to indemnify Customer under this Clause 6 shall only apply if (i) the conditions set forth above strictly apply, (ii) the Product has not been resold or leased by Customer, (iii) the damages are actually incurred and paid by Customer and not an insurance carrier and are not paid to indemnify a third-party, and (iv) the Product has not been altered in any way and has been used in accordance with the then current Product specifications and labeling.
- 7. Warranty Claims and Remedies.** If Customer is sued alleging that the Product or Customer’s use thereof infringes a United States patent, Oxford agrees to defend the suit, pay all litigation costs, indemnify Customer for any actual damages awarded or any settlement approved by Oxford, provided Customer: gives Oxford (i) written notice within 30 days of Customer’s receipt of notice of any suit, (ii) continuous cooperation in the defence and (iii) complete and sole control over the defence and settlement of any such suit. Customer shall be solely responsible for attorney’s fees and costs it incurs independently of Oxford’s representation. (b) If Customer is enjoined by a final, unappealable court order, or by a settlement approved by Oxford, from using the Product as sold by Oxford, Oxford, at its option and in its sole discretion, may (i) procure for Customer the right to continue using the Product, (ii) replace or modify the Product to avoid infringement or (iii) repossess the Product in exchange for a refund of the purchase price of the Product. The remedy selected by Oxford shall be Customer’s exclusive remedy for any damage, costs or expense resulting from any

court order or settlement enjoining Customer's use of the Product. (c) Notwithstanding any other provisions hereof, Oxford shall have no obligation to defend, and shall not be liable for any costs or damages awarded, in any suit for infringement concerning (i) any Product made by Oxford according to specifications supplied by Customer, (ii) any infringement alleged based on use by Customer of the Product as sold by Oxford in combinations with another item not sold by Oxford, where the alleged infringement arises from the combination or from the practice of a method made possible by the combination, (iii) any infringement alleged, based on any Product as modified by or used contrary to Product specifications by any party other than Oxford without Oxford's permission, or (iv) any damage, cost, fee or expenses incurred in connection with, or any injunction, sanction, or other order resulting from any suit that Oxford is not given the reasonable opportunity to defend.

8. **Compliance.** In using the Products, Customer agrees to comply with all applicable federal, state and local laws. Without limiting the generality of the foregoing, if Customer exports any Products purchased hereunder from the United States, Customer shall assume all responsibility for obtaining any required export authorization and compliance with the Export Administration. Customer acknowledges that it is familiar with the labeling and literature concerning the Products, it understands the nature and characteristics of the Products and it assumes responsibility for the safe use of the Products.
9. **Assignment.** Neither party may assign this Quote or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, in the event of the sale of all or substantially all of the assets of a party, such party may assign this Quote to the purchaser and/or surviving entity without the consent of the other party to this Quote. This Quote shall be binding upon and inure to the benefit of the successors and assigns of each party.
10. **Default.** The failure of Oxford to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of any rights hereunder. This Quote may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Quote.
11. **Notice.** Any notice required or permitted hereunder shall be given in writing to Oxford at 700 Nickerson Rd, Suite 200, Marlborough, MA 01752, and to Customer at the address set forth on the face of this Quote, or to such other address as either party may substitute by written notice to the other.
12. **Bankruptcy.** Except as may be prohibited by applicable bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party herein or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.
13. **Governing Law.** This Quote shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Both Parties agree that the exclusive venue for all actions that may be brought in connection with this Quote shall be in Massachusetts and both Parties agree to submit to the jurisdiction of the state and federal courts in Massachusetts, except that either party may seek injunctive relief in any appropriate jurisdiction.
14. **Restriction.** The Parties agree and acknowledge that during the Term of this Quote, Customer shall not enter into a relationship for re-sale of purchased TB Kits or for the referral of T-SPOT.TB testing services with LabCorp, Mayo Medical Laboratories, ARUP or Bio Reference or their affiliates (each a "Restricted National Laboratory"). Oxford reserves the right to immediately terminate this Quote in the event it is identified that such relationship or reference agreement exists between Customer and a Restricted National Laboratory.
15. **Counterparts and Electronic Signatures.** The Quote may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Quote. The parties agree that this Quote, agreements ancillary to this Quote, and related documents to be entered into in connection with this Quote will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.