

Terms & Conditions of Sale (USA)

The following provisions set forth the terms and conditions on which Quidel Corporation, directly or indirectly through its subsidiaries, hereinafter referred to as Quidel, sells its Sofia[®], QuickVue[®], AmpliVue[®], Solana[®], Lyra[®], AdenoPlus[®], InflammDry[®], DHI products, and other Quidel products.

1. Applicability of Standard Terms and Conditions. All purchases by customer, owner or its agent ("Customer") are expressly limited and conditioned upon acceptance of the following terms and conditions and placement of an order indicates Customer's full acceptance and agreement of the terms and conditions stated herein. Notwithstanding the foregoing, if Quidel and Customer have executed a formal written contract which is in full force and effect, the terms and conditions of that contract will apply and govern, to the exclusion of any inconsistent terms and conditions set forth herein. In addition, products purchased from distributors will be at the prices set by those distributors and subject to the terms and conditions of sale of the distributor and any agreement with such distributor.

2. Terms of Sale. Purchase of any products sold by Quidel shall be subject to and expressly limited by the terms and conditions stated herein. No changes to, waiver of, or addition to any of these terms and conditions shall be effective unless agreed to in writing and signed by Quidel. Customer acknowledges and agrees that these terms and conditions supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery and billing addresses and quantities, prices and items ordered, any conflicting or additional terms are void and have no effect. Customer may place orders by use of such purchase orders and other documentation for its convenience purposes only. Additional special terms and conditions of Quidel may be applicable with respect to certain products. Notwithstanding the foregoing, Quidel reserves the right at any time to amend these terms and conditions, and Customer shall be deemed to accept such amended terms and conditions by ordering products after the date of such amendment.

3. Pricing and Tax Information. All pricing quotes must be documented in writing to be valid. All prices are firm for 30 days from the date quoted. Unless otherwise stated in Quidel's documentation, all prices for products: (a) are quoted and payable in U.S. Dollars, (b) refer to full case quantities, (c) are subject to change without prior notice at Quidel's discretion, and (d) do not include applicable freight, handling, packaging, transportation charges, insurance, taxes, excises, duties, levies, tariffs, or other governmental impositions or assessments which Quidel may be required to pay or collect. Unless otherwise stated in Quidel's documentation, any applicable freight, handling, packaging, transportation charges, insurance, taxes, excises, duties, levies, tariffs, or other governmental impositions or assessments are the responsibility of Customer and, if paid by Quidel for Customer's account, shall be invoiced to Customer either with the products or separately. In the event Customer changes any order (if and when permitted by Quidel), Quidel may adjust prices accordingly.

4. Delivery and Shipment Terms. Quidel will use reasonable efforts to deliver accepted orders in accordance with its delivery schedule provided by the order acceptance, acknowledgment, confirmation or similar document, and if no such schedule is stated, promptly. However, Quidel shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, infringement claims, or other causes beyond its reasonable control. Customer agrees that in such events Quidel may allocate products among all purchasers as it deems reasonable, without liability. Quidel reserves the right from time to time to substitute a product with a product that has the same function as such product, or to delete a product from its product lists.

All products will be shipped by Quidel FOB Origin, Quidel's point of shipment; international orders will be shipped by Quidel Ex Works, Quidel's point of shipment (Incoterms 2010). All packing, transportation expenses, handling charges, freight and insurance (if any) shall be for the account of

Customer, and Quidel shall charge Customer for all such charges, costs and expenses as a separate line item on Customer's invoice. International Customer shall, at its expense, perform all functions necessary to clear the products through all customs and similar controls into the country. Quidel will select the mode of shipment and the carrier, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed as an agent of Quidel.

Title to the products (subject to Quidel's right of stoppage in transit) and risk of loss, damage and delay will pass to Customer upon Quidel's tender of delivery of the products. Quidel shall not be obligated to procure additional insurance.

When expedited delivery, specialized service, or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice. Such additional charges will be based on current common carrier rates or hourly rates. Palletized deliveries are encouraged.

Upon receipt of products, Customer shall count and inspect freight before the carrier departs. Claims by Customer for damage in transit should be made to the transit company. When damaged freight is received or when the shipment is short, a detailed notation should be made on the delivery receipt and signed by the carrier's driver. When damage is detected after delivery, notify the carrier immediately. The shipping container must be saved until the carrier's inspection has been made. Customer shall be responsible for filing freight claims. Assistance may be obtained by calling Quidel's customer service as provided below. If the products are held by Quidel subject to receiving instructions from Customer, Quidel may invoice the products and Customer agrees to make payment. Products invoiced and held at any location by Quidel will be held at Customer's risk and Quidel may charge for insurance and storage (but is not obligated to carry any insurance). Customer will accept and pay for partial deliveries. When Customer has declared or manifested an intention not to accept delivery, no tender will be necessary but Quidel may, at its option, give notice to Customer that Quidel is ready and willing to deliver and such notice will constitute a valid tender of delivery.

5. Customer Product Inspection, Acceptance and Returned Goods Policy.

a. Customer shall be allowed five (5) days from the date of receipt of any order to provide a written notice of rejection to Quidel of any product that (i) fails in a material way to meet the product insert specifications for such product, (ii) is damaged, or (iii) has other visible defects. Customer's notice shall state with particularity the reasons for such rejection. If Customer does not deliver such written notice to Quidel within five (5) days, Customer shall be deemed to have accepted the products as shipped. Products damaged in transit must be reported to the carrier for all shipments within ten (10) working days of receipt. Products shipped in error must be reported within five (5) working days of shipment receipt.

b. Customer's right to return product hereunder is limited to (i) non-confirming product (i.e., product that fails in a material way to meet the product insert specifications, is damaged or has other visible defects); (ii) returns for breach of the warranty set forth in Section 6; and (iii) for suspended or recalled product. **PRIOR TO RETURNING ANY PRODUCT, CUSTOMER MUST REQUEST A RETURN GOODS AUTHORIZATION NUMBER FROM QUIDEL (THE "RGA NUMBER"). UNLESS QUIDEL HAS AUTHORIZED IN WRITING THE RETURN OF ANY PRODUCT, QUIDEL WILL NOT BE OBLIGATED TO ACCEPT, MAKE ANY EXCHANGE, REPLACE OR PROVIDE CREDIT OR REFUND FOR ANY PRODUCT RETURNED BY CUSTOMER.** Quidel will have the right to review and/or inspect any product prior to its return or destruction by Customer. All returned products must be in the original package and display the appropriate reference to the RGA Number on outside containers.

c. As promptly as practicable after written confirmation by Quidel of properly rejected products and if Quidel desires that Customer return a product, Customer shall return the same to Quidel freight prepaid. Quidel will, in its sole discretion, either (i) issue a credit or refund for properly rejected and authorized returned products or (ii) replace the product. Quidel will pay the shipping charges in connection with the shipment of new products to Customer for properly rejected products. Such replacement, refund or credit shall be Customer's sole and exclusive remedy with respect to defective, nonconforming or incorrect product delivered by Customer hereunder.

6. Limited Warranty, Disclaimer and Limited Remedies.

a. Quidel warrants that disposable products, such as reagents, supplied to Customer under the terms herein shall conform substantially with the specifications set forth in the related product inserts and that such products will comply with and be manufactured, packed, sterilized (if applicable), labeled and shipped in material compliance with all applicable laws, rules, regulations and standards. Quidel warrants that non-disposable equipment products ("Equipment") will be materially free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment. THE WARRANTY CONTAINED HEREIN IS CONTINGENT UPON (i) PROPER USE AND HANDLING OF THE PRODUCTS IN THE APPLICATION FOR WHICH THE PRODUCTS ARE INTENDED, AND (ii) CUSTOMER NOT MODIFYING THE PRODUCTS WITHOUT QUIDEL'S EXPRESS, PRIOR WRITTEN APPROVAL OR NOT SUBJECTING PRODUCTS TO IMPROPER STORAGE OR HANDLING. FURTHER, THE WARRANTY CONTAINED HEREIN DOES NOT APPLY TO EQUIPMENT DAMAGED THROUGH ABNORMAL USE, MISUSE, MISHANDLING, NEGLIGENCE, ACCIDENT, NEGLIGENCE, TAMPERING OR UNAUTHORIZED SERVICE. ANY DEFECTIVE PRODUCT MUST BE RECEIVED BY QUIDEL NO LATER THAN THIRTY (30) DAYS AFTER THE DATE QUIDEL ISSUES AN RGA NUMBER. THIS LIMITED WARRANTY EXTENDS TO THE FIRST END-USER PURCHASER ONLY AND IS NOT ASSIGNABLE OR TRANSFERABLE.

b. THE EXPRESS WARRANTY DESCRIBED ABOVE CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCTS FURNISHED HEREUNDER AND QUIDEL MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND OR NATURE AND QUIDEL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THEIR EQUIVALENT UNDER ANY OTHER LEGAL SYSTEM, OR ANY OTHER MATTER. QUIDEL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT ANY PRODUCT SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

c. IF ANY MODEL OR SAMPLE WAS SHOWN TO CUSTOMER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF PRODUCTS AND NOT TO REPRESENT THAT THE PRODUCTS WOULD NECESSARILY CONFORM TO THE MODEL OR SAMPLE.

d. IN NO EVENT SHALL QUIDEL OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), QUASI-CONTRACT, MISREPRESENTATION OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE OR REVENUE, OR PROFITS IN CONNECTION WITH OR ARISING OUT OF QUIDEL'S PROVISION OF ANY PRODUCTS, OR CUSTOMER'S USE OF ANY PRODUCTS PROVIDED BY QUIDEL, OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QUIDEL'S SOLE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT

LIMITATION NEGLIGENCE), QUASI-CONTRACT, MISREPRESENTATION OR OTHERWISE, AND BUYER'S SOLE REMEDY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY FAILURE OR DEFICIENCY OF THE PRODUCTS OR NEGLIGENCE, WITH RESPECT TO ANY ITEM FURNISHED BY QUIDEL, OR IN RELATION TO ANY DELAY OR DEFAULT IN SUPPLYING THE PRODUCTS, OR ANY OTHER CLAIM SHALL BE LIMITED TO AT QUIDEL'S OPTION, THE REFUND OR CREDIT OF THE PRODUCT PRICE FOR SUCH PRODUCT, TOGETHER WITH ANY COSTS OF FREIGHT AND INSURANCE INCURRED IN CONNECTION WITH THE SHIPMENT OF SUCH PRODUCT, OR, AT QUIDEL'S OPTION, REPAIR (WITH NEW AND/OR RECONDITIONED PARTS) OR REPLACEMENT OF SUCH PRODUCT AT QUIDEL'S COST AND EXPENSE (INCLUDING SHIPPING). ALL REPLACED PARTS BECOME THE PROPERTY OF QUIDEL. THE TERMS SET FORTH HEREIN PURSUANT TO WHICH QUIDEL AGREES TO PROVIDE PRODUCT TO CUSTOMER REFLECT THE PARTIES' AGREED UPON ALLOCATION OF RISK, AND WOULD BE DIFFERENT IF THE LIMITED WARRANTY, LIMITED REMEDY, WARRANTY EXCLUSION AND LIMITATION OF LIABILITY PROVISIONS WERE DIFFERENT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

7. Product Notices and Recall.

a. Customer shall within forty eight (48) hours of receipt thereof, by phone and in writing, advise Quidel should Customer receive any communication from any government agency or any complaint regarding the products, or become aware of any defect or condition which may render any of the products in violation of any statute or regulation, or which in any way alters the specifications of the products (as set forth in the related product inserts), including without limitation, product recalls and investigations. If the incident has resulted, or is likely to result in a patient reaction, Customer shall also immediately notify Quidel by telephone.

b. Customer acknowledges and agrees that Quidel has the authority, in its sole and absolute discretion, to recall any product to comply with applicable laws, and Customer agrees to fully cooperate with Quidel in the case of any such recall.

8. Payment Terms. Terms of payment are strictly net thirty (30) days from date of invoice for pre-approved Customers. Some credit cards are accepted for payment (a transaction fee may apply). Quidel reserves the right to require pre-payment or COD for product purchases. Any international Customer order shall be prepaid to Quidel by electronic funds transfer in U.S. Dollars. In Quidel's sole discretion, credit terms may be extended to Customer. Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. All overdue payments shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until paid.

Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If Quidel agrees with the billing dispute, Quidel will credit Customer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date, or will be deemed to be waived.

Customer shall be liable for, and shall reimburse Quidel for all costs and expenses it may incur in connection with collection of any amounts owed to Quidel or enforcement of its rights, including without limitation, reasonable attorneys' fees and expenses, court costs, and costs of collection agencies. Quidel reserves the right to in its sole discretion to cancel any unshipped orders and/or require all future shipments to be paid in full in advance of shipment until all overdue balances are made current.

9. Compliance with Laws, Export, Ethical Practices. Customer will follow and comply with all applicable governmental laws, regulations, and orders in the use or import of any products. Customer will not export or reexport the products except in full compliance with all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining all applicable permits, licenses or authorizations necessary for the import or use of the products in Customer's country at its sole expense (e.g., CITES import permits). Customer acknowledges it is solely responsible for complying with the Export Administration Act provisions concerning anti-boycott compliance, and that Customer is prohibited from taking or knowingly agreeing to take any of the actions contained in such Act, in either United States interstate or foreign commerce, with the intent to comply with, further, or support any boycott fostered or imposed by a foreign country against a country friendly to the United States. Customer certifies that it is not on the U.S. Commerce Department's Denied Party or Entity List or the Unverified Parties List and agrees that it will not sell or distribute any products to any party on such lists. Customer agrees and warrants that in performing its obligations under these terms and conditions, it will not take any action rendering Quidel liable for violation of the United States Foreign Corrupt Practices Act, which prohibits offering, giving, or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party, or instrumentality of these organizations, in order to assist it or Quidel in obtaining or retaining business. Customer will indemnify and hold Quidel harmless from all fees, fines, or other damages imposed on or suffered by Quidel due to Customer's failure to comply with this section. For the avoidance of doubt, nothing in this Section 9 is intended to limit the prohibition of resale set forth in Section 12 below. Customer shall comply with applicable state and federal laws in connection with its purchase, including, without limitation, the federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)), the federal Physician Payment Sunshine Act (the "AKS", 42 U.S.C. § 1320a-7h), the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"), and any regulations implementing such laws, as well as all comparable state and local laws and regulations. Any discounts provided in connection with the sale of products are intended to comply with the AKS. Customer shall fully and accurately report in applicable cost reports and other submissions to federal healthcare programs all discounts provided and, upon request of the Secretary of the U.S. Department of Health and Human Services or a state agency, shall make available information provided to Customer by Supplier concerning the discounts. Customer acknowledges that compliance with the AKS exception or regulatory safe harbor for discounts, including the reporting obligations, is a condition precedent for the sale of products and that Supplier would not have agreed to sell products hereunder had Customer not agreed to comply with such obligations. Customer acknowledges and agrees that Quidel is not a HIPAA Business Associate to Customer. Customer acknowledges and agrees that Quidel has the authority, in its sole and absolute discretion, to recall any Product to comply with applicable laws, and Customer agrees to fully cooperate with Quidel in the case of any such recall.

10. Precautions. All products offered by Quidel are intended for Customer's own use by qualified professionals. Furthermore, Customer shall use any non-disposable Equipment only (i) at the Customer's "ship to" address (unless Quidel consents to moving the Equipment to another location); (ii) in the manner described in the applicable use manuals; and (iii) in accordance with all applicable laws and regulations. Customer shall not make any changes or alterations in, or attachments to, Equipment, or remove any labels, signs, symbols, trademarks, or serial numbers affixed to the Equipment. Customer acknowledges that it will comply with any instructions or directions contained in Quidel's labeling and literature concerning the products and will forward such information to its employees, agents, and contractors. Customer shall ensure that all employees, agents, and contractors use all due care with products to prevent potential hazards and are appropriately trained in the safe use, handling and disposal of the products. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

11. Prohibition of Resale. Customer shall purchase the products for its own use only, and shall not resell the products to any other party. Customer represents it has evaluated the products and that they are acceptable and clinically suitable for its intended purposes.

12. Permissible Variations. Quidel has the right to make changes in the composition of the products which, in Quidel's opinion, do not affect the general characteristics or properties of the products or are within applicable governmental or industry standards.

13. Activation of Virena® and Right To Transmitted Data (If Applicable). Following registration and upon activation of data transmission settings on any Equipment compatible with Virena, which will enable such Equipment to transmit data in accordance with these terms of sale, the Equipment will transmit data, de-identified in accordance with 45 C.F.R. § 164.514(b)(1), to Quidel's network of secured, third-party remote hosted servers, which will store, manage, and process this data (the "Quidel Cloud"), from which the de-identified data can then be extracted by Quidel. Customer acknowledges and agrees that: (i) Quidel will have an unrestricted right to access, aggregate, or otherwise edit the de-identified data Customer transmits to the Quidel Cloud ("Cloud Data"); (ii) Cloud Data will be available for Quidel's unrestricted use, including aggregation with Cloud Data from other customers, including, but not limited to, submission of such de-identified data to the Centers for Disease Control or other entities for public health and surveillance purposes; and (iii) Quidel owns, without restriction, all analyses based in whole or in part on Cloud Data and Quidel may use such analyses for any commercial purpose. Quidel may terminate Customer's access to data access upon thirty (30) days' notice. In addition, Quidel may terminate Customer's data access during any renewal period in which Customer fails to return Equipment as required. To the extent that Equipment used by Customer requires Virena routers and ancillary equipment that are not available upon installation of such Equipment, such ancillary equipment and/or routers will be separately delivered to Customer promptly upon availability to enable data access and use of such data as described under these terms of sale.

14. Miscellaneous.

a. Any required notices shall be given in writing, in the case of Quidel, at the address set forth below (with a copy to the Legal Department at such same address), and in the case of Customer, at the address designated on Customer's purchase order or to such other address as either party may substitute by written notice to the other and shall be deemed given upon electronic or facsimile delivery, personal delivery, overnight delivery or three days following deposit in the mail.

b. Except as expressly provided herein, no changes or modifications to, or waiver of, any of these terms and conditions shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. Quidel's failure or delay to exercise or enforce any of its rights hereunder shall not constitute or be deemed to be a waiver of such rights or forfeiture of such rights, and Quidel may, at its option, from time to time, exercise any of its rights or remedies.

c. These terms and conditions bind Customer and its successors and permitted assigns.

d. In respect of any action, suit or other proceeding resulting from any controversy, dispute or claim arising out of these terms and conditions or the sale of products ("Claim"), these terms and conditions will be governed by, construed and enforced in accordance with the internal laws of the State of California. If any Claim cannot be settled amicably between the parties, such Claim shall be tried by a court and not a jury. Consumer expressly and unconditionally waives its rights to a jury trial in any such Claim. Notwithstanding the foregoing, Quidel's right to institute or defend any proceeding in any jurisdiction, in or out of the United States of America, shall not be limited.

e. Customer may not change, adulterate, obscure, remove or deface trademarks, tradenames or labels appearing on any product of Quidel.

f. Any knowledge or information that Customer may disclose to Quidel shall not be deemed to be confidential or proprietary information, and shall be acquired by Quidel free from any restriction.

g. If any of the provisions of these terms and conditions are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.

h. ANY ERROR OR OMISSION IN THIS DOCUMENT OR ANY QUOTATION, CATALOG, SALES LITERATURE, INVOICE OR OTHER DOCUMENT ISSUED BY QUIDEL SHALL BE SUBJECT TO CORRECTION BY QUIDEL WITHOUT LIABILITY TO QUIDEL.

i. Customer shall not copy, decompile, modify, reverse engineer, or create derivative works out of any Quidel products or confidential information under any circumstances.

15. Technical Support. Technical support is provided for all products purchased directly from Quidel Corporation. Technical Support can be contacted by calling 1.800.874.1517 (prompt 2) or 1.858.552.1100 Monday through Friday (except holidays) or via fax (1.858.552.7905 for Sofia, QuickVue and other Quidel products or 1.740.592.9820 for AmpliVue and Quidel Molecular products) or e-mail at technicalsupport@quidel.com.

16. For Order Placement:

a. **Purchase Orders.** Customer must submit firm written purchase orders for products to Quidel. Quidel accepts standing orders, blanket orders and one-time orders. No verbal orders, changes or corrections will be accepted. Customer shall be responsible to Quidel for the accuracy of all orders. To place a purchase order, please call Quidel's Customer Service at (858) 552-1100, option 1; or 800-874-1517, option 1 Monday through Friday (except holidays). Telephone orders must be confirmed in writing via fax or mail. Orders or order confirmations can be placed at any time via fax to 1.858.455-4960 for Sofia, QuickVue and other Quidel products or 740.592.9820 for AmpliVue and Quidel Molecular products. For electronic orders, please e-mail custserv@quidel.com. Customer agrees to submit such purchase orders in an efficient and orderly manner (e.g., generally aggregating Customer's internal orders for products throughout any weekly period and then submitting a purchase order to Quidel for such products on a once per week basis to the extent practicable). To the extent applicable, Quidel retains the right to require purchases to be made in case quantities. When placing an order, please provide account name, Quidel account reference number (if known), product name and number, quantity, price, shipping instructions, customer contact name and telephone/fax numbers.

b. **Order Acceptance.** No order shall be binding upon Quidel unless and until accepted by Quidel in writing.

c. **Order Cancellation.** Customer shall not be entitled to revoke, reschedule or cancel any purchase order after acceptance by Quidel without Quidel's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Quidel may cancel or terminate all or part of any order immediately if Customer is materially delinquent on any of its obligations hereunder or under any other order or transaction with Quidel; Customer becomes insolvent; a receiver under Title 11 U.S.C., as amended (the "Bankruptcy Code") is appointed for or on behalf of Customer, or a case under any chapter of the Bankruptcy Code is commenced for, by or against Customer; Customer suspends or terminates business or makes an assignment for the benefit of creditors; or any event occurs, whether or not similar to the foregoing, which in Quidel's good faith belief materially impairs

the prospect of payment or performance by Customer hereunder. Quidel's rights to cancel or terminate may be exercised by Quidel without liability.