ANNEX 1 TO NFU TERMS

SOFIA 2 SARS ANTIGEN FIA PURCHASE AGREEMENT

This Sofia SARS Antigen FIA Purchase agreement (the "Agreement") is entered into by and between Quidel Ireland Ltd. ("Quidel"), having a place of business at Merchant's Square, Merchant's Road, Galway, Ireland, H91ETN2 ("Quidel Notice Address"), and Mediq Nederland BV, acting on behalf of Landelijk Consortium Hulpmiddelen of Rijnzathe 10, 3454 PV Utrecht, The Netherlands ("Customer"), each a "party" and collectively, the "parties".

1. **NATURE OF THE AGREEMENT.** Quidel desires to sell to Customer and Customer desires to purchase from Quidel, certain tests used with the Sofia analyzers ("Consumables"). Customer shall use Sofia 2 Analyzer(s) and related components (the "Equipment"), for use with the Consumables during the Term of the Agreement (the "Equipment Use"). For purposes of this Agreement, Consumables and Equipment (or Equipment Use), are collectively referred to as "Product" or "Products."

2. **FORM OF THE AGREEMENT.** This Annex 1, including any attached exhibits, if any, together with the NFU Terms, contain the entire agreement of the Parties and any other agreements or conditions are expressly rejected. Any modifications to this Annex 1 or its exhibits shall be documented in an amendment which, when executed by the Parties, shall be attached hereto and incorporated herein. In addition to the terms set forth in this Annex 1, the Parties shall also comply with the terms and conditions of the NFU Terms (as amended herein). In the event of a conflict between the NFU Terms and the terms of this Annex 1, the terms of this Annex 1 shall prevail. It is noted that the NFU Terms are adopted by Mediq Nederland BV, acting on behalf of Landelijk Consortium Hulpmiddelen

3. **AGREEMENT TERM ("Term").** The Term shall expire on the fulfilment of the Purchase Commitment (as defined below) or on the expiration of one year from the Effective Date, whichever occurs earlier. On the expiration of the Term, the Term may be extended by mutual written agreement of the parties. Alternatively, should any further purchases be contemplated, they may be documented in a further agreement.

4. **PURCHASE COMMITMENT.** In exchange for Quidel's agreement to supply Customer with the Consumables for COVID-19 testing for the Term of this Agreement, and to guarantee such supply up to the volumes agreed to in the table below, and subject to the terms of this Section 4, Customer shall purchase the following Consumables in the following amounts during the Term of this Agreement, and on the terms outlined:
Consumable: Product Sofia 2 SARS Antigen FIA catalogue number 20374

Delivery Number	Test amount	Sofia 2 system	Amount Due	Delivery Date	Payment Terms
1	3500	3	5.1.1c,5.1.2b	14 October	Prior to shipment
2	21500	17	5.1.1c,5.1.2b	15 October	Prior to delivery number 3
3	25000	0	5.1.1c,5.1.2b	22 October	Prior to delivery number 4
4	25000	0	5.1.1c,5.1.2b	29 October	Prior to delivery number 5
5	25000	0	5.1.1c,5.1.2b	5 November	Within 5 working days of shipment

5. Mediq Nederland warrants that it has the capacity and the authority to bind Landelijk Consortium Hulpmiddelen pursuant to the NFU Terms and to this Purchase Agreement

6. The definition of Force Majeure from Article 1 is deleted and replaced with –

> "The obligations of either Party to perform under this Agreement shall be excused during each period of delay caused by such matters as strikes, shortages of power or raw material, government orders or acts of God, which are reasonably beyond the control of the Party obligated to perform. The affected Party shall use commercially reasonable efforts to remedy the effects of such force majeure. Any force majeure event shall not excuse performance by the Party but shall delay performance unless such force majeure continues for a period in excess of ninety (90) days. In such event, the Party seeking performance may cancel its obligations hereunder."

In addition, in the event the United States Government takes control of Quidel's inventory of the Products or submits "government rated priority" orders, or in the event the FDA or any regulatory body terminates Emergency Use Authorization ("EUA") for the Products or otherwise prohibits the manufacture, sale, or use of the Products, or the CE Mark is withdrawn (each a "Government Act"), or a measure becomes necessary which results in Product being reallocated by Quidel other than to the EU, Quidel shall not be liable for any failure to supply the Products, including the volumes committed under the Annual Consumable Purchase Obligation, nor shall any such delay or failure be considered a breach of this Agreement.

7. Article 16.3 of the NFU Terms is hereby deleted.

8. Article 19 is amended by deleting the following wording from 19.2

> "The aforementioned limitation of liability ceases to apply:
> a) in case of third-party claims for compensation due to death or personal injury;
> b) in the event of wilful misconduct or gross negligence committed by the Supplier or its personnel;
> c) in case of breach of intellectual property rights as referred to in Article 17 of these General Terms and Conditions."

and by deleting 19.5.

9. The sentence of Article 20.2 which reads "The Supplier is liable for the damages incurred and yet to be incurred by UMC which damages are, as the occasion arises, estimated at an amount of EUR 25,000.00 per violation" is hereby deleted.

10. It is hereby agreed that Articles 30 to 46 are not applicable to this Agreement.

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This Agreement is entered into on the Effective Date written below and has been executed by the authorized representatives of Quidel and the Customer.

	Quidel Corporation
Authorized Signature:	Authorized Signature:
Name:	Name: 5.1.2e
Title:	Title: Chief Operating Officer
Date:	Effective Date:
Authorized Signature:	
Name:	
Title:	
Date:	