

Perma Pure Group Terms & Conditions of Sale

1. GENERAL:

- a) This contract contains the entire agreement between the parties and supersedes any contemporaneous or prior oral or written agreements or communications between them relating to the subject matter hereof. These terms and conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms and such Buyer's terms and conditions are hereby expressly rejected and excluded. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify, amend, or supplement these terms and conditions.
- b) This contract shall not be assigned, modified, or cancelled without the prior written consent of the contracting seller entity, whether Perma Pure LLC, a Delaware limited liability company, or Maxtec, LLC, a Utah limited liability company ("Seller," "Perma Pure Group," or "Company"), and any attempt to assign, modify, or cancel it without such consent shall be absolutely void.
- c) The party purchasing goods from Seller (together with its affiliates, "Buyer") understands and agrees that these terms and conditions shall apply to all orders placed at any time by Buyer including any orders placed after these terms and conditions were first delivered to Buyer.

2. CHANGES AND CANCELLATION:

Orders accepted by the Seller are not subject to changes or cancellation by the Buyer, except with the Seller's written consent. Any attempt by Buyer to reduce, modify or cancel any order without Seller's prior written consent shall be void and of no force and effect, and Buyer shall remain liable to pay for the order at the full agreed price. If Seller agrees in writing to any reduction or cancellation of an order, then such agreement may be conditioned upon (i) payment of a cancellation fee determined by Seller, (ii) reimbursement from Buyer to Seller for any loss on materials purchased or on contract for completion of the order and/or (iii) reimbursement from Buyer to Seller for any other losses incurred by Seller. This includes, but is not limited to, all blanket orders, even those without firm release dates scheduled.

3. TITLE, RISK OF LOSS, PRICES:

Terms of delivery are Ex Works (ICC INCOTERMS 2020). Risk of loss and title shall pass to Buyer upon delivery of product to the carrier. Unless specifically otherwise set forth, prices do not include the cost of freight or handling, or cost or charges for insurance or any production, sales, use, transfer, transportation, excise or other tax, tariffs, or custom duties. Buyer shall pay directly or be charged by Seller for all such costs and/or charges in addition to the price(s) of the product supplied hereunder, and Buyer shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder.

4. DELIVERIES:

- a) Delivery of any installment of product within 30 days after the date specified therefore shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to shipment Seller has received written notice of cancellation. Untimely delivery of one installment shall entitle Buyer to cancel that installment only. Cancellation shall be Buyer's sole and exclusive remedy for untimely delivery.
- b) Seller is not responsible for delays in delivery or non-performance resulting from causes beyond Seller's reasonable control, including, without limitation, delay caused by supply shortage or availability. Seller's time for delivery shall be extended by the time required to eliminate such cause for delay. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY OR FAILURE TO DELIVER, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES.**
- c) Unless otherwise specifically expressed, partial shipments shall be deemed acceptable.

5. TERMS OF PAYMENT:

Terms of payment, upon credit approval and unless otherwise agreed in writing, are net 30 days from invoice date, in U.S. dollars. Seller reserves the right to charge interest on any unpaid balance at a rate of up to 1-1/2% per month (or the highest rate permitted by applicable laws, if lower) from the due date. Without credit approval, either credit card authorization or prepayment in full is required. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

6. REMEDIES:

If Buyer fails to pay when due any amount on any invoice issued in connection with this order, fails to pay when due any amount owing to Seller under any other contract or instrument, is in breach of any of Buyer's obligations to Seller under this or any other contract, or if the financial or business condition or responsibility of the Buyer shall become impaired or unsatisfactory to Seller, Seller reserves the right, at Seller's option, to cancel the order without liability to Buyer, suspend work on the order and/or future orders and/or withhold delivery of all or part of the product subject hereto, in all cases without prejudice to any other legal or equitable remedy, until past due payments are made and satisfactory assurance of payment received. Buyer agrees to pay Seller the cost of collection of overdue invoices, including, without limitation, attorneys' fees. Seller retains a security interest in all goods delivered under this order to secure payment of amounts due in respect thereof. Seller shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable law as from time to time amended, and at equity.

7. RETURNS/REPAIRS:

No return of product shall be accepted by Seller without a return authorization number (RA#), which shall be issued at Seller's sole discretion. Except for eligible warranty claims, if Seller accepts a return in writing, then such acceptance may be conditioned upon payment of a restocking fee of up to twenty-five percent (25%) of Buyer's purchase price. For product complaints and/or returns, contact the Perma Pure Group QA department via e-mail at PermaPureQC@permapure.com. Product returned without authorization may be subject to delay in handling or returned to Buyer, at Buyer's expense. Seller shall not be responsible for material returned unless returned with a valid return authorization number. Except for returns under eligible warranty claims, all items returned shall be (i) new and unused, (ii) in their original packaging (e.g., no additional labels or overlabels), (iii) unexpired, (iv) not damaged, altered, or impaired in any manner, and (v) otherwise in the same condition as delivered to Buyer. Seller cannot accept returns that have been in contact with hazardous material. Seller reserves the right to issue credit for defective materials where availability makes replacement impractical. All products found not defective shall be returned to the Buyer, transportation charges collect. Seller cannot accept billing for packing, inspection or labor charges in connection with any return. All non-complaint returns for credit are subject to a restock fee upon product inspection and approval of its return to stock.

Product that has failed during the warranty period will be evaluated to determine the cause of failure. Returned products that fail published Perma Pure Group specifications (allowing for normal wear) as a result of a manufacturing error or defect will be repaired or replaced under the terms of Perma Pure Group's warranty. Failures that result from causes not covered by warranty may be subject to a minimum evaluation or repair charge. Products that have exceeded the warranty period will be subject to a minimum evaluation or repair charge.

8. WARRANTY AND DISCLAIMERS:

Seller warrants that product supplied hereunder shall, at the time of delivery to Buyer through the Warranty Period, conform to the published specifications of Seller and be free from material defects in material and workmanship under normal use and service. Seller's sole obligation and liability under this warranty is limited to the repair or replacement at its factory, at Seller's option, of any such product which proves defective within (i) the period then-referenced on Seller's website with respect to such product from the date of original shipment from Seller's factory; or (ii) if no period is referenced on Seller's website, then one year after the date of original shipment from seller's factory (or for a normal usable lifetime if the product is a disposable or expendable item) (as applicable, the "Warranty Period") and, in each case, is found to be defective in material or workmanship by Seller's inspection.

Seller shall not be liable for a breach of the warranty set forth herein unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the warranty claim; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such product and Buyer (if requested to do so by Seller) returns such product to Seller's place of business for examination; and (iii) Seller verifies Buyer's claim that the products are in breach of the warranty. Seller shall not be liable for a breach of the warranty herein if: (i) Buyer makes any further use of such products after giving such notice; (ii) the claim arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) Buyer alters or repairs such products without the prior written consent of Seller.

Buyer agrees that (1) any technical advice, information, suggestions, or recommendations given to Buyer by Seller or any representative of Seller with respect to the product or the suitability or desirability of the product for any particular use or application are based solely on the general knowledge of Seller, are intended for information guidance only, and do not constitute any representation or warranty by Seller that the product shall in fact be suitable or desirable for any particular use or application; (2) Buyer takes sole responsibility for the use and applications to which the product is put and Buyer shall conduct all testing and analysis necessary to validate the use and application to which Buyer puts the product for which Buyer may recommend the use or application of the product by others; and (3) the characteristics, specifications, and/or properties of the product may be affected by the processing, treatment, handling, and/or manufacturing of the product by Buyer or others and Seller takes no responsibility for the nature or consequence of such operations or as to the suitability of the product for the purposes intended to be used by Buyer or others after being subjected to such operations.

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, OF THE PRODUCT SUPPLIED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR OTHERWISE. SELLER SHALL IN NO EVENT BE LIABLE IN RESPECT OF THIS ORDER AND OR IN CONNECTION WITH OR RELATED TO PRODUCT DELIVERED ON ACCOUNT OF THIS ORDER FOR ANY AMOUNT GREATER THAN THAT PAID TO SELLER ON ACCOUNT OF THIS ORDER.

9. PARTIAL TOOL CHARGES:

Charges for special tools, dies or fixtures required for production of the goods are partial and tools shall remain the property of the Seller.

10. ERRORS:

Stenographic and clerical errors are subject to correction.

11. GOVERNING LAWS; FORUM:

- a) These Terms and Conditions of Sale shall be governed by and interpreted in accordance with the substantive laws of the State of New Jersey, U.S.A. Any action arising out of or related to this agreement shall be instituted in the federal courts of the United States of America, District of New Jersey or the courts of the State of New Jersey located in Ocean County, New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action. Any action arising out of or related to this agreement must be commenced within one year from the date the right, claim, demand or cause of action shall first occur, or be barred forever.
- b) If any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OR WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

12. PATENT INFRINGEMENT:

Buyer expressly assumes all risk of patent infringement by reason of its use of product provided hereunder in combination with other material, or in operation of any process. All uses and applications made of the product are solely at Buyer's risk and Buyer assumes all risk and liability resulting from use of the product delivered hereunder, whether used singly or in a combination with other products.

13. ANTI-BRIBERY AND ANTI-CORRUPTION CLAUSE – The Customer will:

- a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
- Local and national laws in the territories in which it operates.
 - The UK Bribery Act 2010.
 - The US Foreign Corrupt Practices Act 1977.
 - The UN Convention Against Corruption.
- b) Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).
- c) Have in place its own policies and procedures to ensure compliance with this Clause.
- d) Ensure that all parties with which it is associated or who are providing goods or services in connection with this Contract (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.
- e) Maintain complete and accurate records of all transactions and payments related to this Contract and, on reasonable request, disclose details of those transactions and payments to the Company.
- f) On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.
- g) Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

14. MEDICAL DEVICE REQUIREMENTS IN TRADE EU MEDICAL DEVICE REGULATION – (EU) 2017/745

- a) General obligations of the Distributor (Definitions as per MDR):
- 'Distributor' means any natural or legal entity in the supply chain, other than the manufacturer or the importer, that makes a device available on the market up until the point of putting into service;
 - 'Economic operator' means a manufacturer, an authorized representative, an importer, or a distributor
- b) The customer / distributor recognizes their obligations and must at all times act in accordance with MDR Chapter II, Article 14, "General obligations of the distributor".
- Ensure that the information supplied with the product accompanies the product in the original document format or is included in the information package supplied.
 - In case of issues, especially vigilance cases: distributors and all economic operators shall notify the manufacturer in writing within 72 hours of receiving notification.
 - For identification within the supply chain, economic operators such as importers, distributors and healthcare professionals are required to reach an appropriate level of traceability of products with manufacturers in accordance to MDR Chapter III Article 25.
 - Over a period of 10 years or at least the product lifespan as stated, economic operators must be able to inform the competent authority or the manufacturer about:
 - i. Any economic operator to whom they have directly supplied a device;
 - ii. Any economic operator who has directly supplied them with a device;
 - iii. Any health institution or healthcare professional to which they have directly supplied a device
- c) In addition to obligations defined for economic operators in MDR chapter II and taking into consideration how the product is supplied and used, especially considering patient confidentiality, the following is expected:
- Support market corrective actions in case of vigilance, as recall, refurbishment or distribution of safety notices by, for example, identification of affected users, quarantine and return of suspect products etc. as requested.

15. GLOBAL TRADE COMPLIANCE

- a) If Buyer transfers the products (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision, services, including all kinds of technical support) to a third party, Buyer shall comply with applicable global trade laws, including the U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), the U.S. International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department's Directorate of Defense Trade Controls ("DDTC"), the economic sanctions rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (iv) European Union ("EU") regulations on export controls and sanctions, United Nations sanctions policies, all relevant regulations made under any of the foregoing, and other applicable economic sanctions, export control, or import laws.
- In the event of any export, re-export, or other dealing in controlled products, technology, services, or information, whether directly or indirectly, Buyer will first obtain all necessary written consents, licenses, permits, and authorizations and complete such formalities as may be required by any applicable global trade laws. Buyer is solely responsible for complying with Global Trade Laws and shall not do anything which would cause Seller to be in breach of Trade Restrictions. In particular, the Buyer agrees that it will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the equipment and/or services, directly or indirectly, to:
 - (1) any country, territory, or destination with which Perma Pure Group, as a matter of policy, does not conduct business, including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol and North Korea, and any other territory subject to comprehensive Trade Restrictions from time to time;
 - (2) any other territory to which the supply of the goods and/or services would be restricted or prohibited under Trade Restrictions (subject to the Distributor obtaining all licenses and/or approvals required to make such a supply); or
 - (3) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party).
 - Buyer will make enquiries as to the end use and end user and carry out sanctions screening checks on its customers and any other end users (including their shareholders, beneficial owners and senior management) prior to the supply of Seller supplied products and/or services in order to ensure compliance global trade laws and trade restrictions.
- b) On reasonable request the Buyer shall confirm in writing to Perma Pure Group that it has complied with the requirements of this Clause and, if so requested, allow Perma Pure Group to verify this compliance by way of an audit of its records.
- c) Buyer shall immediately inform Perma Pure Group if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants, or other intermediaries and provide detailed information about the breach.

16. MISCELLANEOUS

- a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at (i) with respect to Buyer, the address set forth on the applicable purchase order or (ii) with respect to Seller, at 1001 New Hampshire Avenue, Lakewood, NJ 08701 (attention Chief Commercial Officer and Chief Financial Officer), or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Clause.
- b) No waiver by Seller of any of the provisions of these terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these terms operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.