

PURCHASE ORDER TERMS AND CONDITIONS

1 ACCEPTANCE AND MODIFICATION OF ORDER

- (a) These Purchase Order Terms and Conditions (these “**Terms and Conditions**”) apply to the purchase of the goods or services (collectively, the “**Goods**”) identified in the purchase order (the “**Purchase Order**”) by the buyer identified in the Purchase Order, being Mevex Corporation, STERIS Canada Sales ULC or STERIS Canada ULC, as the case may be (“**Buyer**”) from the seller (“**Seller**”). Buyer and Seller are each referred to as a “**Party**” and collectively as the “**Parties**”.
- (b) These Terms and Conditions, the Purchase Order and any specifications, exhibits, instructions, drawings, and other written attachments to the Purchase Order constitute the entire and exclusive agreement (collectively, this “**Order**”) between the Parties relating to the Goods; provided, that to the extent there is any conflict between the terms of these Terms and Conditions and any other part of this Order, the terms of these Terms and Conditions shall control. This Order supersedes all prior and contemporaneous oral and written communications relating to the Goods. This Order becomes a binding contract subject to these Terms and Conditions, when accepted by acknowledgment of Seller, or by delivery of the Goods (which throughout this Order shall include, without limitation, raw materials, components, intermediate assemblies, and end products) in whole or in part. To be valid, any modification of this Order must be in writing and signed by Buyer’s authorized representative. Any term or condition on Seller’s acknowledgment, sales memoranda, invoices, quotation or other documents or other form which is additional to or contrary to these Terms and Conditions are hereby rejected and objected to in advance and shall not become a part of this Order unless otherwise specifically agreed in writing signed by Buyer.
- (c) Buyer reserves the right to correct typographical or clerical errors contained in this Order. Otherwise, no change in this Order shall be binding unless specifically accepted in writing by both parties.
- (d) Notwithstanding the foregoing, if there is a written master agreement executed between the Parties covering the procurement of the Goods described in this Order, the terms of such master agreement will prevail over any inconsistent or conflicting terms in this Order.
- (e) Any references in this Order to Seller’s proposal or quotation are only to describe the Goods, and this Order does not constitute an acceptance of any terms set forth therein.

2 PRICING

- (a) If price is omitted from this Order, the Goods shall be billed at a price last quoted or paid, or at the prevailing market price, whichever is lower.
- (b) The price stated includes all charges for packing, handling, hauling, storage, and transportation to point of origin or as identified on the Purchase Order, and any additional costs associated with each shipment based on value, weight of the shipment, or both.
- (c) The price stated includes all import duties and taxes except federal, provincial, territorial or local sales, use, excise, value-added or similar taxes which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller’s invoice and paid by Buyer unless an exemption is available.
- (d) Invoices must contain the following information (when applicable): Purchase Order line-item number, part number, serial number, description of the Goods, quantities, unit price, and totals.
- (e) Seller agrees that any price reductions or discounts made with respect to the Goods covered by this Order subsequent to its placement but prior to payment will apply to this Order.

3 PACKAGING AND IDENTIFICATION

- (a) Seller shall suitably package and prepare all Goods for shipment in accordance with industry standards and in a manner to withstand the usual rigours of transportation. Packing lists shall accompany all Goods and shall include this Order number and, when applicable, a description and the quantity of items shipped. Buyer shall advise Seller in writing within fifteen days of date of discovery of any loss or damage or defect resulting from inadequate or improper packaging or packing. Seller shall be solely responsible to Buyer for any such losses, damages, or defects and at its own expense shall, at Buyer’s option, repair or replace the damaged or defective Goods, or credit or refund the price Buyer paid.
- (b) All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Order shall contain the applicable Order number. Packing lists shall be provided with each shipment. Each part, component, or material furnished shall be identified in a manner acceptable to Buyer, by lot or batch, traceable to the actual manufacturing process. The lot or batch number may be by date or Seller code but must provide the capability for a lot or batch purge. Consecutive serial numbers are to be used for further identification.

4 CHANGES

- (a) Seller will accept no changes, adjustments, revisions, or modifications to the specifications of this Order unless authorized in advance and in writing by Buyer’s Purchasing Department. Buyer may at any time request changes in writing, including, but not limited to, changes in the specifications, packing, shipment means, quantities, delivery time, and delivery place. If any such change causes a decrease in the costs or time required for performance, Seller shall immediately notify Buyer, and such decrease shall be for Buyer’s account. If such changes result in delay or additional expense to Seller, an equitable adjustment of price and delivery schedules will be made solely to the extent necessary to compensate Seller for such commercially reasonable cost increases (but not to allow for any additional margin). Seller must notify Buyer in writing of any shortages and overages 14 calendar days before the listed delivery date on the Purchase Order.

5 DELIVERY

- (a) Unless otherwise agreed upon by the Parties, Seller shall pack, mark, and ship the product in accordance with Buyer’s Supplier Freight Routing Guide (available upon request) and in accordance with applicable laws and industry standards and so as to ensure arrival of the Goods in the required condition. Seller shall provide Seller’s commercial invoice, packing list, certificate of origin, product liability insurance certificate, and the carrier’s clean, on-board negotiable bill of lading for all Goods, along with any other documentation required for the shipment of Goods, in the number of original counterparts and copies necessary for completion of each Order.

- (b) If any shipment or delivery is made which is not in all respects in accord with this Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting therefrom, shall be for Seller's account.
- (c) Seller shall notify Buyer immediately upon realizing that Seller will be unable to meet Buyer's deadline with respect to the Goods covered under this Order. Acceptance by Buyer of late delivery of either the whole or part of this Order shall not constitute a waiver of its claim for any damages resulting from the late delivery.
- (d) If Seller's deliveries are so far behind schedule that Buyer finds it necessary to call upon Seller for premium transportation, Seller shall be liable for the difference between specified and premium transportation. Seller shall perform overtime work and establish extra shifts, without additional cost to Buyer, if necessary to maintain delivery dates.
- (e) Seller shall ship the Goods in accordance with Buyer's instructions. Unless otherwise instructed, the Goods shall be shipped and risk of loss shall be transferred in accordance with Incoterms 2020 FCA - Origin. Title to the Goods and risk of loss to such Goods under this Order passes to Buyer on delivery of such Goods to the carrier at Origin. The risk of loss for nonconforming Goods shall be on Seller at all times.

6 INSPECTION

- (a) The Goods shall be subject to inspection and test by Buyer and its customers (which term throughout this clause shall include, without limitation, government surveillance and regulatory agencies) to the extent practicable at all times and places including the period of manufacture and in any event prior to final acceptance by Buyer and its customers.
- (b) If any inspection or test is made on the premises of Seller or its supplier, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Seller or its supplier shall be performed in such a manner as not to unduly delay the delivery of the Goods to Buyer.
- (c) Final acceptance or rejection of the Goods shall be made as promptly as practical after delivery, except as otherwise provided in this Order, but failure to inspect and accept or reject the Goods, or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such Goods as are not in accordance with this Order's requirements nor imposes liabilities on Buyer therefor.
- (d) Where Buyer identifies any defects in the Goods whether as part of any inspection or test or otherwise (whether the defect affects all or any part of the Goods thereof) Buyer may at their absolute discretion reject all or any part of the Goods.
- (e) Seller shall provide and maintain an inspection and process control system acceptable to Buyer and its customer covering the Goods. Records of all inspection work by Seller shall be kept complete and available to Buyer and its customers during the performance of this Order and for such longer periods as may be specified in this Order.
- (f) All costs incurred and damages sustained by Buyer as a result of rejections made under the provisions hereof shall be for Seller's account and Buyer may, in Buyer's sole discretion, retain or return such Goods at Seller's expense. The Goods are subject to Buyer's inspection notwithstanding prior payment to obtain discount.
- (g) If either Party reasonably determines that certain Goods shall be recalled, or if a recall of certain Goods is required by a governmental authority, the Parties will work together in good faith to coordinate the recall. Buyer shall assume the costs associated with such recall to the extent that the need for the recall arises out of Buyer's designs or specifications. To the extent that a recall arises out of the failure of Seller or its subcontractors to comply with specifications and/or quality standards provided to Seller under this Order, Seller shall bear the costs of such recall and shall reimburse Buyer for all actual costs and expenses incurred by Buyer in responding to or assisting with any such recall. Buyer may return such recalled Goods to Seller, along with a completed copy of Seller's return material authorization form, if the form is applicable.

7 WARRANTY

- (a) Seller warrants that all Goods furnished under this Order conform to all Buyer specifications, will be new unless otherwise specified, and will be free from defects in material or workmanship for a minimum period of one year from the date of acceptance by Buyer. Seller warrants that all such Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and that all Goods will be adequately contained, packaged, marked, and labeled.
- (b) Seller warrants that all Goods furnished under this Order will be of good and marketable title, free and clear of any and all liens, claims, charges, encumbrances, security interests, or third-party rights of any kind.
- (c) Seller warrants that all Goods furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which Goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose.
- (d) Seller warrants that the Goods furnished will conform in all respects to samples, and any inspection, test, acceptance, payment, or use of the Goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, payment, and use.
- (e) Seller warrants that, for all services performed under these Terms and Conditions, Seller has all necessary current and valid licenses and/or professional certifications required for Seller to perform the services, and no such license or professional certification is, or has in the past been, subject to any sanction, restriction, exclusion or suspension by any government agency, professional licensing board or similar organization.
- (f) Seller warrants that any services performed under these Terms and Conditions shall be performed using a level of skill and care that could be reasonably expected of a highly experienced and professional group of experts performing such services.
- (g) Seller's warranty shall run to Buyer, its successors, assigns, customers, and its or their users of the Goods. Seller agrees to replace or correct defects of any Goods not conforming to the foregoing warranty promptly, without expense to Buyer, or, at Buyer's sole discretion, issue a refund to Buyer for the amount charged in respect of such Goods, when notified of such nonconformity by Buyer. In the event of failure of

Seller to correct defects in or replace nonconforming Goods promptly, Buyer, after three business days' notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred by Buyer in doing so.

- (h) Seller warrants that it will provide all reasonable commercial efforts to provide promptly any information, documentation, evidence or assistance relating to the Goods or services that Buyer may reasonably request so that Buyer can use, access or enjoy the benefit of the Goods or services provided by Seller under these Terms and Conditions as part of Buyer's worldwide business.
- (i) Seller warrants that the Goods, and Seller's performance hereunder (including its manufacture and supply of the Goods), do not and will not infringe the intellectual property rights (including: patents, patent applications, trademarks, service marks, trade dress, trade names, logos, copyrights and any other equivalent rights in works of authorship) or any other rights of any third party.
- (j) Seller has maintained and will until the terms of this Order are fully performed, maintain all material consents, registrations, permits, licenses, authorizations and approvals required by any applicable law or health and safety requirement for Seller to perform its obligations under this Order, including the manufacture and delivery of the Goods to Buyer.
- (k) Seller's execution and performance of its obligations under this Order does not conflict with any agreement, pledge, or contract to which Seller is a party.

8 NON-EXCLUSIVE

- (a) Seller acknowledges and agrees that this Order is non-exclusive, and that Buyer may itself manufacture, or may engage and enter into relationships with one or more third parties to manufacture or supply, any Goods or other products that are the same as or comparable to the Goods. Seller acknowledges that the execution of this Order is not a guarantee of purchase of Goods by Buyer or of any minimum or maximum payment, level of business, charges, or volume or purchase commitment by Buyer. There are no minimum or maximum order requirements under this Order.

9 CONFIDENTIALITY

- (a) Seller will hold, and will cause its affiliates, and their respective representatives to hold, in strict confidence, all confidential documents and information concerning the Buyer or any of its affiliates furnished to it by the Buyer or Buyer's representatives in connection with this Order, except to the extent that such documents or information (i) is or becomes available in the public domain through no breach by Seller of this covenant or any other obligation of confidentiality, (ii) is lawfully acquired by the Seller on a non-confidential basis from sources other than Buyer; provided, that such sources are not known by the Seller to be bound by a legal, fiduciary or contractual obligation of confidentiality to the Buyer, (iii) is compelled to be disclosed by applicable law, or (iv) is independently developed by the Seller, its affiliates or its representatives without use of or reference to any otherwise confidential documents and information. In the event that Seller is compelled by applicable law to disclose any such documents or information, Seller shall not make any such disclosure until, to the extent practicable and legally permissible, the Seller first notifies the Buyer so that the Buyer may seek a protective order or other appropriate remedy or, in the Buyer's sole discretion, waive compliance with the terms of this Order (and if the Buyer seeks such an order, the Seller shall not oppose such efforts and shall provide such cooperation as the Buyer reasonably requests); thereafter, disclosures may occur only as allowed herein. In the event that no such protective order or other remedy is obtained, or that the Buyer waives compliance with the terms of this Order, and that the Seller is nonetheless legally compelled to make such disclosures, the Seller shall (A) use commercially reasonable efforts to furnish only that portion of the documents or information that the Seller is advised by counsel is legally required, (B) to the extent reasonably practicable and legally permissible, give the Buyer written notice to the disclosures to be made, and (C) use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed.

10 PATENTS AND OTHER INTELLECTUAL PROPERTY

- (a) The ideas, information and designs in or shown upon, and the drawings, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property, shall be retained in confidence by Seller, and not disclosed to any other person or entity, and shall not be used or incorporated into any goods or services later provided by Seller to anyone other than Buyer. Any unpatented knowledge or information concerning Seller's process, present or contemplated products or their use which Seller may disclose to employees of Buyer in connection with the ordering, acquisition, and use by Buyer of the Goods covered by this Order shall not, unless specifically agreed in writing, be deemed to be confidential or proprietary. Such information shall have been disclosed as part of the consideration for this Order and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of any use or alleged use to which any such information or knowledge may be put by Buyer.
- (b) Seller warrants the Goods covered by this Order do not infringe upon any third party's intellectual property rights. If by reason of any of these acts a claim is brought or threatened for infringement of any patent on the Goods, their manufacture, sale, use, or other disposition, or for infringement of any trademark, trade name or copyright, Seller at its own expense shall defend such claim and indemnify Buyer and its customers against all loss and expense in connection with such claim or threatened claim, including awards of damages, costs, and legal fees.

11 INDEMNITY

- (a) Seller, its affiliates, successors and assigns shall forever protect, indemnify and hold harmless Buyer, its subsidiaries and affiliated companies, their successors, assigns, customers, users of its or their products, the prime contractor and the government, if applicable, against any and all losses, damages, liabilities, injuries (including death), deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, the "**Losses**") arising out of or relating to (i) Seller's breach, performance or lack of performance of this Order, (ii) any breach by Seller of any of its representations, warranties or covenants in this Order, (iii) any fraud, negligence or willful misconduct of Seller in the performance of Seller's obligations under this Order, and (iv) any infringement of any intellectual property rights with respect to the Goods or Seller's manufacturing or supply thereof. Seller will immediately notify Buyer of any such Losses, and, upon request of Buyer, shall defend the same at Seller's expense as to all Losses. The foregoing indemnification shall apply whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise. In no case shall Buyer be responsible to Seller for any indirect, consequential, punitive, exemplary, special, aggravated or

incidental damages, including without limitation lost profits, except if the loss is related to third party damages, confidentiality or infringement of intellectual property rights.

- (b) Seller shall maintain, until the terms of this Order are fully performed and for one year thereafter, a commercial general liability insurance policy with coverage of \$2,000,000 per occurrence and in the aggregate which shall name Buyer, as an additional insured to the extent of Seller's negligence and subject to the limitations of liability set forth herein (the "**Seller Policies**"). The Seller Policies shall provide for not less than 30 days' advance written notice to Buyer of a cancellation or termination of the Seller Policies, of a reduction of the Seller Policies' limits, or of any other material change in the Seller Policies. Within 30 days after the written request of Buyer, Seller shall deliver to Buyer a certificate of insurance confirming the existence or issuance of the Seller Policies in accordance with the provisions of this Section 11(b). The Parties agree that the Seller Policies shall not act in any manner as a limitation on the liability of such party under this Order.

12 WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES

- (a) If Seller's work under this Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and shall indemnify Buyer against all Losses which may result in any way from any act or omission of Seller, its agents, employees or subcontractors.
- (b) Without limiting any other provision in this Order, Seller shall maintain such public liability and property damage insurance as will protect Buyer from said risks and from any claims under any applicable laws, and upon request by Buyer shall provide an insurer's certificate of same to Buyer.
- (c) Seller shall also maintain workers' compensation coverage in accordance with applicable laws. Prior to commencing performance of this Order, and thereafter upon request from time to time, Seller shall provide Buyer with a clearance certificate issued by the workers' compensation boards (each, a "**WCB**") of those provinces and territories where Seller operates its business and where its workers ordinarily reside, confirming in each case that it has a WCB account in good standing in such jurisdiction. If at any time Supplier asserts that it or its workers are exempt from any statutory requirement to maintain an account or pay premiums to any of the above-noted WCBs, then prior to commencing any performance of this Order, Seller shall either: (i) voluntarily apply for and obtain optional coverage from such WCB; or (ii) apply for and obtain a ruling from such WCB confirming that it is not required to register for workers' compensation coverage, provide a copy of such ruling to Buyer, and maintain, at Seller's sole cost and expense, private employer's liability insurance providing coverage for claims or actions for bodily injured suffered by Seller's workers with limits of at least \$1,000,000 per employee and per accident or injury, with a waiver of subrogation against Buyer and Buyer's customer.

13 TERMINATION AT BUYER'S OPTION

- (a) For any reason, or for no reason at all, Buyer may terminate the performance of the work under this Order in whole at any time, or from time to time, in whole or in part, immediately upon written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this Order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this Order.
- (b) To the extent this Order covers items normally carried in inventory by Seller (as distinguished from items specifically made to Buyer's specifications), Buyer shall have no liability for any termination of this Order, in whole or part, prior to actual shipment. For any termination made within ten days after receipt by Buyer of items from Seller, Buyer's liability shall be limited to returning said items and reimbursing Seller for direct costs of handling and transportation.
- (c) Seller will promptly advise Buyer of the quantities of any materials on hand purchased specifically for this Order prior to termination, and of the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such material. Within 30 days after receipt of such notice of termination, Seller will submit all its claims pursuant thereto. Buyer will have the right to check such claims at any reasonable time by inspecting and auditing the records, facilities, work, or materials of Seller relating to this Order. Buyer will make no payments for finished work, work in process, or raw materials fabricated or procured by Seller in excess of Buyer's written releases.
- (d) Payment made under this clause will constitute Buyer's only liability for materials purchased specifically for this Order in the event this Order is terminated as provided herein. Seller's acceptance of such payment will constitute an acknowledgment that Buyer has fully discharged such liability.
- (e) **If this Order includes services:** Upon termination of services under this Order, full and complete settlement of all claims of Seller with respect to the terminated services shall be made as follows:
 - i) As compensation to Seller for such termination, unless such termination is for the default of Seller, Buyer shall pay Seller the percentage of the total Order price corresponding to the proportion of the amount of services completed on the date of termination to the total work to be done as Seller's full compensation for the services completed under this Order, and
 - ii) Upon Buyer's payment to Seller in accordance with this paragraph, title to (A) all equipment, materials, work-in-progress, finished goods, plans, drawings, specifications, information, special tooling, and (B) any other things for which Buyer has paid, shall vest in Buyer. Nothing contained in this paragraph shall be construed to limit or affect any remedies which Buyer may have as a result of a default by Seller.
- (f) Upon the termination of this Order, (i) at Buyer's option, Seller will fulfill all existing and accepted Purchase Orders, and (ii) Buyer will pay Seller all sums owed for purchased Goods. Sections 9, 11, 15 and 21 shall survive any termination of this Order.

14 CANCELLATION FOR DEFAULT

- (a) Buyer reserves the right, by written notice of default, to cancel this Order, without liability to Buyer, in the event of the happening of any of the following events: insolvency of Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a receiver or trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. Should any such event occur, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (i)

cancel this Order in whole or in part, by written notice to Seller and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, and (ii) obtain the goods or services ordered herein from another source, with any excess cost resulting therefrom chargeable to Seller. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.

15 SET-OFF

- (a) Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer to Seller in connection with this Order.

16 Tooling

- (a) All tools, dies, molds, jigs, fixtures, gauges, patterns, equipment, software, designs, drawings, specifications, technical data, and other materials, whether tangible or intangible, that Buyer furnishes to Seller or that Seller acquires, develops, creates, or modifies for use in connection with the goods or services and for which Buyer pays or reimburses Seller, in whole or in part, are "Buyer Tooling." Buyer Tooling includes all replacements, improvements, modifications, and derivatives of the foregoing. As between the parties, Buyer exclusively owns the Buyer Tooling.
- (b) Seller acknowledges and agrees that Buyer Tooling may embody or reflect Buyer's proprietary designs, drawings, specifications, know-how, technical information, trade secrets, and other Confidential Information. Seller shall use Buyer Tooling solely to manufacture the Goods for Buyer and for no other purpose. Seller shall not implement any engineering, dimensional, material, cavity, tolerance, process, or design changes affecting Buyer Tooling or the Goods produced therefrom without Buyer's prior written approval. Seller shall maintain the Buyer Tooling in a secure environment and shall not, and shall not permit any third party to, copy, reverse engineer, disassemble, decompile, analyze, measure, scan, digitize, modify, adapt, improve, reproduce, create derivative works from, or otherwise exploit any Buyer Tooling or any Buyer specifications embodied in or associated with Buyer Tooling, except as expressly authorized in writing by Buyer and solely for Buyer's benefit.
- (c) Seller shall clearly and permanently label or otherwise identify all Buyer Tooling as Buyer's property, segregate Buyer Tooling from Seller's and any third party's property to the extent commercially practicable, and maintain complete and accurate records identifying the location, condition, maintenance, and use of all Buyer Tooling and shall provide such records to Buyer upon request. Seller shall maintain identification markings reasonably sufficient to identify ownership, tool number, and associated Buyer part numbers.
- (d) Seller shall not remove the Buyer Tooling from Seller's approved facility, transfer Buyer Tooling to any third party, subcontract the use of Buyer Tooling, or permit any lien, security interest, encumbrance, or other restriction to be placed on the Buyer Tooling without Buyer's prior written consent. Seller shall promptly notify Buyer of any actual or threatened lien, claim, loss, damage, unauthorized access, misuse, or impairment affecting Buyer Tooling and shall, at Seller's sole cost, take all actions necessary to release, discharge, or remove any lien, claim, or encumbrance.
- (e) Seller shall hold the Buyer Tooling as a bailee for Buyer, at Seller's sole risk of loss while in Seller's possession, custody, or control. Seller shall store, maintain, repair, calibrate, protect, and fully insure the Buyer Tooling. Seller shall maintain insurance covering loss of or damage to Buyer Tooling including, without limitation, fire, theft, flood, natural disaster, accidental damage, and similar risks, in an amount not less than the current replacement value of the Buyer Tooling. Seller shall replace the Buyer Tooling at Seller's sole expense if the Buyer Tooling is lost, damaged, destroyed, or otherwise rendered unusable while in Seller's possession, custody, or control. If Buyer Tooling reaches the end of its useful life, Seller will promptly notify Buyer and shall not scrap, sell, pledge, dispose of, alter, relocate, commingle, or abandon Buyer Tooling without Buyer's prior written consent. Seller shall make the Buyer
- (f) Tooling, and all records relating to the Buyer Tooling, available to Buyer for inspection or copying upon reasonable advanced written notice during normal business hours.
- (g) Upon Buyer's request at any time, and in any event upon termination or expiration of this Order, Seller shall promptly cease use of the Buyer Tooling and, at Buyer's option, deliver Buyer Tooling to Buyer or Buyer's designee in good condition, ordinary wear and tear excepted, or otherwise dispose of Buyer Tooling strictly in accordance with Buyer's written instructions. Seller shall cooperate in any transfer of the Buyer Tooling to Buyer or a successor Seller and shall not withhold the Buyer Tooling for any reason, including any alleged payment dispute, setoff, lien, or other claim against Buyer.
- (h) Seller's obligations under this Section are in addition to, and supplement Seller's other obligations of confidentiality, intellectual property, data security, and non-use under this Order. Seller acknowledges that any unauthorized use, disclosure, modification, reverse engineering, transfer, or encumbrance of Buyer Tooling may cause irreparable harm to Buyer for which monetary damages may be inadequate, and Buyer is entitled to seek injunctive and other equitable relief, in addition to any other rights or remedies available at law or in equity.

17 COMPLIANCE WITH LAWS

- (a) Seller represents and warrants that Seller is compliant with all applicable federal, provincial, territorial and local laws, regulations and appropriate standards for the business and market that Seller operates, and applicable to the products and/or services subject to this Order, including but not limited to labour, health and safety, labelling, quality standards and environmental compliance.
- (b) In accepting this Order, Seller shall be deemed to represent that the Goods to be furnished hereunder were or will be produced in compliance with the requirements of the *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, *Employment Equity Act*, *Canadian Human Rights Act* (Canada), *Canada Labour Code*, the *Employment Standards Act* (Ontario) and other equivalent provincial and territorial laws, as applicable, (the "**Labour Laws**") unless otherwise agreed in writing. Seller shall insert a certificate on all invoices submitted in connection with this Order stating that the Goods covered by the invoice were produced in compliance with the requirements of the Labour Laws. In accepting this Order, Seller agrees that the Goods to be provided by Seller pursuant to this Order shall comply in all respects with the *Occupational Safety and Health Act* (Ontario) and other equivalent provincial and territorial laws, and the regulations and standards promulgated thereunder, and Seller agrees to so certify on all its invoices. Seller shall comply with all other applicable federal, provincial, territorial and local laws, rules and regulations, and upon request by Buyer, supply affidavits of compliance with same.

- (c) Seller (i) agrees that the Goods are appropriately cleared for market; and (ii) assures Buyer that, at the time of sale, such Goods are not in violation of any laws applicable to such Goods, including the *Food and Drugs Act*, the *Canadian Environmental Protection Act*, and the *Medical Devices Regulations*, or subject to any open recalls, corrections, or removals.
- (d) Seller will ensure the Goods: (i) have applicable warnings and/or statements if they contain polychlorinated biphenyls, asbestos, ozone depleting substances, intentionally added heavy metals (lead, cadmium, mercury, or Chromium VI) or more than 100 ppm of combined heavy metals; and (ii) are not manufactured with ozone depleting substances. If Seller learns of any potential environmental hazards, unsafe condition, or quality concern relating to any Goods, it will immediately notify Buyer and take all necessary actions to address the issue.
- (e) Seller represents, warrants and covenants that neither it, its subcontractors, nor any person engaged in connection with Seller's performance under this Order has ever been, are currently or during the performance of any services hereunder will become (i) disqualified or debarred by a governmental entity for any purpose pursuant to any applicable law; (ii) charged or convicted for conduct relating to the development or approval of, or otherwise relating to the regulation of, any medical device under any applicable law; (iii) excluded or threatened with exclusion under federal, provincial, territorial or local laws, or assessed or threatened with assessment of civil money penalties; (iv) ineligible for contract with the federal government; (v) under investigation by any governmental entity for, charged with or convicted of, or had any funds seized or forfeited in connection with, money laundering, drug trafficking, terrorist-related activities, any crimes which in any applicable jurisdiction would be predicate crimes to money laundering, or any violation of any applicable laws related to anti-money laundering; (vi) under investigation by any governmental entity for, charged with or convicted of non-compliance with applicable laws relating to anticorruption; or (vi) subject to similar actions by any governmental entity (collectively, "**Disqualification**"). Seller shall notify Buyer immediately upon becoming aware if Seller or any of its officers, directors, employees, agents or parties under contract to perform and work under this Order (i) becomes subject to Disqualification or (ii) receives or becomes aware of an action, notice of action, inquiry or investigation relating to or that could result in Disqualification of Seller, in which case Buyer shall have the right to terminate this Order immediately (solely as it applies to such Buyer's rights to purchase the Goods and Seller's obligation to manufacture and supply such Goods to such Buyer (and will not affect the Seller's other obligations to manufacture and supply the Goods or the Buyer's other rights to purchase such Goods)).

18 CONFLICT MINERALS POLICY AND SUPPLIER CODE OF CONDUCT.

- (a) Seller hereby agrees to comply with all of the supplier expectations set forth in: (i) Buyer's Conflict Minerals Policy Statement, available at: <https://www.steris.com/sustainability/corporate-governance/conflict-minerals-sourcing-policy>, and (ii) the STERIS Supplier Code of Conduct, available at <https://www.steris.com/sustainability/corporate-governance/supplier-code-of-conduct>.

19 WAIVERS

- (a) Any waiver of strict compliance with any term or terms of this Order shall not be a waiver of Buyer's right to thereafter insist upon strict compliance with such term or terms.
- (b) The failure of either Party to assert a right hereunder or to insist upon compliance with these Terms and Conditions will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other Party. Any claims brought by Seller shall be escalated to senior-management level within both organizations prior to Seller filing a lawsuit.

20 ASSIGNMENT

- (a) This Order is issued to Seller in reliance upon Seller's performance of the duties imposed and Seller agrees not to assign this Order or to delegate the performance of its duties without the consent in writing of Buyer. Any such assignment or delegation attempted without the previous written consent of Buyer shall affect, at the option of Buyer, a cancellation of all of Buyer's obligations hereunder. Buyer may, without Seller's consent, assign any or all of its rights, interests and obligations hereunder to one or more of its affiliates or subsidiaries.

21 GOVERNING LAW

- (a) This Order and the relationship between the Parties shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any conflict of laws provision or rule. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22 INDEPENDENT CONTRACTOR

- (a) Nothing in this Order is intended to, or does, create any joint venture, partnership, agency, or similar relationship between the Parties, other than a buyer and seller relationship. Seller shall not be and is not authorized to represent itself as an agent or representative of Buyer for any purpose.

23 SPECIFIC PERFORMANCE

- (a) Seller assumes an independent obligation to continue performance of Seller's obligations under this Order in all respects regardless of a dispute that may arise between Parties. Seller acknowledges that Buyer will be irreparably harmed and that there will be no adequate remedy at law for any violation or threatened violation by Seller of any of the covenants or agreements contained in this Order. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, Buyer shall be entitled to equitable relief, without the proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Order and to enforce specifically the terms and provisions of this Order, in addition to any other remedy to which it is entitled at law or in equity as a remedy for any such breach or threatened breach. Seller agrees that Buyer shall not be required to (and Seller waives any right it may have to require Buyer to) obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 23(a). The Parties agree and acknowledge that time is of the essence with respect to Seller's performance hereunder.

24 CUMULATIVE REMEDY

- (a) All remedies provided for in this Order shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party under this Order, at law, in equity, or otherwise.

25 INTEGRATION

- (a) This Order constitutes the entire contract and understanding between the Parties concerning the subject matter hereof and any representation, promise of dealing or trade usage not contained herein will not be binding on either Party.

26 NOTICES

- (a) All notices and other communications required or permitted by this Order shall be in writing and shall be deemed given if delivered personally, emailed or sent by overnight courier to the addresses below, unless otherwise specified in this Order.
- i) STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Attention: General Counsel
Email: contractnotices@steris.com

27 ENUREMENT

- (a) This Order is binding on and enures to the benefit of the Parties and their respective permitted successors and assigns.

28 SEVERABILITY

- (a) If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

29 LANGUAGE

- (a) The Parties confirm that it is their express wish that this Order, as well as any other documents related to this Order, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les parties aux présentes ont exigé que la présente convention, de même que tous les avis, annexes, autorisations et autres documents qui s'y rattachent, soient rédigés en langue anglaise seulement.*