

STERIS IMS LIMITED

TERMS AND CONDITIONS OF SALE

I. Offer and Acceptance

A. Customer agrees that a quotation constitutes an offer by STERIS IMS Limited, trading as STERIS Instrument Management Services (“Seller”) for the sale (the “Offer”) of products (the “Products”) or services (the “Services”). Unless otherwise specified in the Offer, or some other document signed by the Seller, the terms and conditions of sale set forth in this document (“Seller’s Terms”) apply to all Products and Services sold or provided by the Seller.

B. Customer acknowledges that any purchase order or other form of acceptance issued by the Customer will result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer will be deemed to have accepted any of the Seller’s Terms to which the Customer has not specifically objected. Customer’s issuance of a purchase order that purports to reject some or all of Seller’s Terms by virtue of standard form language will not be sufficient objection. Customer will be required to set forth each objection to the Seller’s Terms in a separate writing signed and dated by the Customer and delivered to the Seller prior to or contemporaneous with the Customer’s purchase order or other form of acceptance. Seller’s failure to object to provisions in any purchase order, or other communication from the Customer (including, without limitation, penalty clauses of any kind), will not be a waiver of the Seller’s Terms, nor an acceptance by the Seller of any such provisions. Any terms in the Customer’s purchase order or any other document of acceptance that are different from or additional to the Seller’s Terms are hereby rejected unless specifically accepted by the Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage that is contrary to the Seller’s Terms will apply.

C. Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

II. Products or Services Subject to Sale

The Products (including instruments, equipment, supplies, and parts) or Services subject to this sale will be limited to those described in the Offer.

III. Financial Condition

At the Seller’s request, the Customer will furnish sufficient information to enable the Seller to assess the Customer’s creditworthiness, including preparation of the Seller’s credit application. Seller may, in its discretion, require letters of credit, full or partial payment in advance, or other forms of security.

IV. Prices, Shipment and Delivery

A. Prices are based on GB pounds. Unless stated otherwise in the quotation, prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those charges may be prepaid by the Seller and the Customer agrees to pay any such charges that are added to the Customer’s invoice.

B. Seller will select the method and carrier for delivery of all Products. With respect to the sale of Products by the Seller to the Customer, title and risk of loss or damage to the Products will pass from Seller to Customer upon delivery to a carrier at point of shipment.

C. With respect to the performance of Services by the Seller, Seller will not take title to any product or equipment in connection

with the performance of the Services, and title to such products or equipment will at all times remain with the Customer.

D. In the event that Seller determines that the product or equipment submitted for repair is not repairable (Non-Repairable), such determination shall be final and Seller will notify the Customer within 48 hours of receipt of such product or equipment. Any additional costs incurred by the Seller to determine that the product or equipment is Non-Repairable will be the responsibility of, and charged to, the Customer. The Non-Repairable product or equipment will be returned to the Customer at the Seller’s expense, using a method and carrier selected by the Seller.

E. In the event that an Offer relative to Services (i) is rejected by the Customer; or (ii) is neither accepted nor rejected within six (6) months of the issuance of the Offer, the affiliated product or equipment will be returned to the Customer at the Seller’s expense, using a method and carrier selected by the Seller.

F. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

G. Time will not be of the essence of this agreement.

V. Payments and Security Interest

A. All payments will be without deductions for back-charges, other accounts between Seller and Customer, and the like, which will be settled independently of the payment of the invoice. Payment will not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by the Customer.

B. Payment terms will be net 30 days from the date of Seller’s invoice.

C. Should the Customer delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

D. Notwithstanding that title and risk of loss for Products sold to the Customer pass to the Customer upon shipment, the Customer hereby grants a security interest in all Products to secure the Customer’s payment in full.

VI. Delays and Changes

A. Seller will not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from the Customer, changes in specifications or instructions, force majeure, including but not limited to strikes, labour disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond the Seller’s reasonable control.

B. In such event, the delivery date will be extended for a period equal to the time lost by reason thereof, or the Seller at its option may cancel the delivery and refund any amounts paid by the Customer, as the Customer’s sole and exclusive remedy. Seller will undertake to notify the Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. **IN NO EVENT WILL THE SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER ANY PRODUCTS OR TO PERFORM ANY SERVICES.**

C. If shipment is delayed or extended by the Customer, the Customer will arrange for and notify the Seller of the place or

places to which the Seller will ship the Products covered by the order for warehousing or storage at the Customer's expense and all risk of loss or damage to the Products or any product or equipment delivered to the Seller in connection with the performance of the Services will be borne by the Customer. If the Customer is unwilling or unable to promptly arrange for warehousing or storage facility, the Seller may do so at the Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred as reflected on the Seller's invoice.

VII. Cancellation and Return of Products

A. Cancellation or suspension of the order by the Customer after acceptance by the Seller may be made only on terms that will compensate the Seller for loss due to the cancellation or suspension. Prior to shipment, the Customer may cancel by giving written notice of cancellation to the Seller.

B. In cases where Products are not defective and the Customer requests to return the Products, the Seller shall be under no contractual obligation to accept the return except in the event of any error on its part as to the amount of the Products delivered.

C. Seller must be notified of the return within 10 working days of the date of delivery of the Products

D. The return of Products to correct an error in delivery or ordering will only be considered if the Seller is notified immediately or in any event within 48 hours of delivery to the Customer. Products must be returned within 5 days of delivery to the Customer to correct an error in delivery or ordering.

E. For the avoidance of doubt, unless defective, the return of Products must be unused, undamaged and in the original undamaged packaging. All Products are individually assessed by the Seller before being authorised for return.

F. Return of Products for any reason shall require prior consent from the Seller which shall be sent solely at the discretion of the Seller. To obtain consent, the Seller must be notified.

Consideration to requests for return may be given if:

1. Of a bona fide nature;
2. Made within 10 working days of actual delivery; and
3. Unless defective, the Products must be unused, undamaged and in the original undamaged packaging.

G. On the Customer contacting the Seller to request a return, the Customer will be issued with a returns authorisation number by the Seller.

H. Products returned will be subject to the following charges:

1. £15 per parcel
2. If a request for a return is after 10 working days, the Seller reserves the right to apply a discretionary restocking charge

In the event of a return resulting from an error on the part of the Seller in relation to the amount or type of Products delivered, no charges under this clause will apply.

VIII. Warranty and Disclaimers

A. Seller represents and warrants that (i) the Seller (or its employees, agents or designees, as applicable) will perform the Services in a competent, workmanlike manner, conforming in all respects to applicable material industry standards, (ii) all repairs and parts relating to the Services and the Products will be free from defects in materials and workmanship for a period of 1 year following performance of the relevant Service (the representations and warranties set forth in subsections (i) and (ii) are collectively referred to herein as the "Service Warranty") or delivery of the Product, as applicable, (iii) Seller is complying, and will continue to comply with during the Term, all applicable laws and

regulations, and maintains, and will continue to maintain during the Term, all material permits and certifications of any governmental authority or other third party necessary for it to provide the Products and/or Services to the Customer.

B. Customer will promptly notify the Seller in writing of any breach of any warranty and, with respect to any warranty related to any Products, Seller will have an opportunity to inspect the relevant Product to confirm such breach. Seller's warranties do not apply to damage resulting from accident, casualty, alteration, misuse or failure to follow Seller's written instructions or from any warranty work, repairs, replacements or other work on any Products that has not been authorised by the Seller in writing. If any model or sample was shown to the Customer, such model or sample was used merely to illustrate the general type and quality of the relevant Product and not to represent that such Product would necessarily conform to the sample in all respects. In the event of any material breach of the Service Warranty, the Seller will, in the Seller's sole discretion and as the sole and exclusive remedy for such breach, either provide a refund of the fees paid by the Customer for the Services in question or re-perform such Services at no additional charge to the Customer. **ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT. THE SELLER WILL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

C. Notwithstanding the foregoing, in no event will the Seller's liability under any invoice, individually, issued hereunder exceed the total amount of fees paid by the Customer to the Seller under such invoice.

D. If the Product sold is not manufactured by the Seller, the Seller will extend to the Customer the same warranty protection the Seller received from the original manufacturer.

IX. Limitation of Actions

A. Any action for a breach of contract arising out of the Seller's acceptance of the Customer's order or arising out of the Customer's acceptance of the Product supplied must be commenced within one year after the cause of action has accrued.

B. SELLER WILL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF ITS EMPLOYEES OR AGENTS, AND IN NO EVENT WILL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If the Seller, without separate compensation therefore, furnishes the Customer with advice or other assistance concerning any Product supplied hereunder or any system or equipment in which any such Product may be installed that is not required hereunder, the furnishing of such advice or assistance will not subject the Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.

C. If the Customer fails to fulfil the terms of payment of any invoice or if the financial or business condition or responsibility of the Customer will become impaired or unsatisfactory to the Seller, Seller may, without liability to the Customer or prejudice to any

other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

D. Any credit extended by the Seller to the Customer is conditional upon the Seller's continued satisfaction with the Customer's creditworthiness and will not establish any right to credit with the Seller. Seller reserves the right to suspend credit and demand cash in advance or on delivery for all or any part of the price or to alter payment terms based on its assessment of the Customer's creditworthiness at any time, and failure of the Customer to satisfy any such altered credit or payment terms will constitute grounds for insecurity on the part of the Seller.

X. Miscellaneous

A. No right accruing to the Customer by virtue of the relationship between the Seller and the Customer nor any duty of the Seller resulting from that relationship will be assignable without the Seller's prior written consent.

B. Invalidity of any provision of the Seller's Terms will not affect the validity of any other provision hereof and any invalid provision will be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

C. No failure by the Seller to exercise any right accruing to it by virtue of the relationship or under any contract of sales entered into with the Customer will operate as a waiver thereof or preclude

the exercise of the same or any other right or privilege by the Seller.

D. Any notice or other communication required or permitted under this agreement will be in writing and will be deemed to have been given (i) when delivered personally; (ii) on the fifth business day after deposit in the post, by registered or certified mail, postage prepaid, return receipt requested; (iii) on the day after delivery to a reputable courier service, prepaid; or (iv) upon receipt of an e-mail confirmation.

E. There are no other Terms and Conditions applicable to the purchase and sales of the Seller's Products other than those contained in the Offer (including any specifications or other documents that the Seller incorporated by reference in the Offer or invoice). No modification, amendment, waiver or other change of any provision of the Seller's Terms will be binding on the Seller without the Seller's written consent.

F. The rights and obligations of the Customer and the Seller, and the construction and effect of any contract formed between them, will be governed by English law.

G. No indication on a payment remittance or otherwise that a payment of less than the full amount of any one or more invoices or other obligations will constitute payment in full thereof will be effective, and no accord and satisfaction, credit or compromise will be effective, unless the Seller expressly agrees to the same in writing.
