STERIS INSTRUMENT MANAGEMENT SERVICES, INC.
TERMS AND CONDITIONS OF SALE

I. Offer and Acceptance

A. Customer agrees that this quotation constitutes an offer by STERIS Instrument Management Services, Inc. ("Seller") for the sale (the "Offer") of products (including (i) any certified pre-owned Products sold by Seller (the "CPO Products") and (ii) any Products provided to Seller by Customer (the "Serviced Products")) (collectively, the "Products") and/or repair and maintenance services on such Products (the "Services"). Unless otherwise specified in the Offer, or some other document signed by 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 Seller.

B. Customer acknowledges that any purchase order or other form of acceptance issued by 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 Seller's Terms to which 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 Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), will not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance that are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by 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 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. If Customer is a government entity, Customer acknowledges that the Products and/or Services are commercial items and that except as required by law, government accounting and procurement principles do not apply.

III. Financial Condition

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness, including preparation of 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 U.S. dollars and, with respect to the sale of Products, are F.O.B. point of shipment. Prices do not include freight or delivery charges. Those charges may be prepaid by Seller and Customer agrees to pay any such charges that are added to Customer's invoice. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer, which will be the responsibility of the Customer unless it is exempt therefrom and Seller has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Customer where Seller has the legal obligation to collect the taxes. Customer will be responsible for all such charges, costs and taxes; provided, that, Customer will not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

B. Seller will select the method and carrier for delivery of all Products. 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. With respect to the Serviced Products and performance of the Services by Seller, Seller will not take title to any product or equipment in connection with the performance of the Services and title to such products and equipment will remain at all times with Customer.

C. 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. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer. Each shipment will

constitute a separate sale, and Customer will pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.

D. Seller will not be liable for any delays, loss, or damage in transit.
E. Time will not be of the essence for this agreement.

V. Acceptance; Nonconforming Products

A. Customer will inspect the Products within 7 days of receipt for defects, damage, or shortages that are discoverable upon visual inspection and determine if refusal is required at time of delivery or, subject to Seller's limited Product warranties set forth in Section IX below, the Products will be deemed irrevocably accepted and such claims will be deemed waived.
B. If Customer notifies Seller of any nonconforming Products, Seller will, in its sole discretion, (i) replace such nonconforming Products with conforming Products, or (ii) credit or refund the price for such nonconforming Products, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer will ship, at its expense and risk of loss, the nonconforming Products to the applicable facility as instructed by Seller. If Seller exercises its option to replace nonconforming Products, Seller will, after receiving Customer's shipment of nonconforming Products, ship to Customer, at no additional cost to Customer, the replacement Products.
C. Customer acknowledges and agrees that the remedies set forth in Section V(B) are Customer's exclusive remedies for the delivery of nonconforming Products. Except as provided under Section V(B), all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased under this agreement to Seller.

VI. Payments, Title, and Security Interest

A. All payments will be made in United States dollars, unless otherwise agreed in writing. 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 Customer.
B. Payment will be due within 30 days from the date of Seller's invoice, unless otherwise agreed in writing. Customer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
C. Should 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 (1.50%) per month or the maximum rate permitted by law, whichever is less. If Customer fails to fulfill the terms of payment or does not meet Seller's continuing credit requirements, Seller will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Seller or further assurances asked for by Seller are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products and Services delivered hereunder to be made by irrevocable letter of credit in a form approved by Seller. Nothing contained herein will release Customer from any previous obligation. Customer will be liable to Seller for all costs incurred by Seller in its collection of any amounts owing by Customer that are not paid when due, including collection agencies' and attorneys' fees and expenses.
D. Notwithstanding that title and risk of loss pass to Customer upon shipment (except as set forth in Section IV.B with respect to any Serviced Products and the performance of the Services), Customer hereby grants a security interest in all Products to secure Customer's payment in full. Customer authorizes Seller at any time and from time to time to (i) file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming Customer as debtor and describing the Products as collateral, and (ii) give any notices necessary to perfect such security interest or establish the priority thereof.

VII. 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 Customer, changes in specifications, or force majeure events ("Force Majeure Event(s)"): including but not limited to: (i) acts of God; (ii) floods, fires, earthquakes, explosions, other potential disasters or catastrophes, such as epidemics, pandemics, the outbreak of infectious disease, or any other public health crisis; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii)

shortage of adequate power or transportation facilities; and (ix) other similar events beyond the reasonable control of Seller.

B. In such event, the delivery date will be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller will undertake to notify Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. **IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL 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 Customer, Customer will arrange for and notify Seller of the place or places to which Seller will ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services will be borne by Customer. Seller will not be deemed in breach of its obligations under this agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. If Customer is unwilling or unable to promptly arrange for warehousing or storage, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage and handling charges, including charges to ship from the warehousing or storage site back to the Customer site, so incurred as reflected on Seller's invoice.

VIII. Cancellation

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms that will compensate Seller for loss due to the cancellation or suspension. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping, and handling charges as reasonably determined by Seller.

IX. Warranty and Disclaimers

A. Seller warrants that (i) 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 (including any Serviced Products) will be free from material defects in materials and workmanship for a period of one year (365 days) following performance of the relevant Service (the warranties set forth in subsections (i) and (ii) are collectively referred to herein as the "Service Warranty") or delivery of the Product, as applicable.

B. Customer will promptly notify 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 repairs, replacements or other work on any Products that has not been authorized by Seller in writing. If any model or sample was shown to 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, Seller will, in Seller's sole discretion and as the sole and exclusive remedy for such breach, either provide a refund of the fees paid by Customer for the Services in question or re-perform such Services at no additional charge to Customer. In the event of any material breach of the warranty with respect to Products, Seller will, in Seller's sole discretion and as the sole and exclusive remedy for such breach, either provide a refund of the cost of the relevant Product or replace Product at no additional charge to Customer. **ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER WILL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES**.

C. Customer agrees that its sole and exclusive remedy for breach of the foregoing warranties are as set forth in this Section IX; provided that (i) the Product (including any Serviced Product) has not been altered or modified other than by Seller, (ii) the Product (including any Serviced Product) has been properly stored, maintained and operated within the limits of normal use and operation, and (iii) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products (including any Serviced Product), and in the event of repair or replacement of Products or parts, returns the same to Seller, freight prepaid. Defective parts replaced by Seller will become the property of Seller. Product that is returned to Seller but that is found by Seller to conform to Seller's warranties will be returned to Customer at Customer's expense and will otherwise remain subject to the provisions hereof.

X. Limitation of Actions

A. Any action for a breach of contract relating to Seller-supplied Products or Services must be commenced within one year (365 days) after the cause of action has accrued.

B. **IN NO EVENT WILL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

C. **IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS AND SERVICES SOLD HEREUNDER.**

D. **UNDER NO CIRCUMSTANCES WILL SELLER HAVE ANY LIABILITY TO CUSTOMER FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSSES TO PROFITS, AND RELIANCE DAMAGES. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL SELLER'S LIABILITY FOR DIRECT DAMAGES RELATING TO ITS SALE OF PRODUCTS OR SERVICES TO CUSTOMER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SELLER IS NOT REQUIRED TO INDEMNIFY CUSTOMER TO THE EXTENT THAT ANY CLAIM ARISES OUT OF USE OF A PRODUCT BY ANY PERSON OR ENTITY OTHER THAN IN ACCORDANCE WITH SELLER-APPROVED PRODUCT LABELING, INCLUDING, WITHOUT LIMITATION, ANY RESTRICTIONS ON RE-USE OF PRODUCTS.** If Seller, without separate compensation therefor, furnishes Customer with advice or other assistance concerning any Product supplied hereunder that is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability), or otherwise.

E. If the original equipment manufacturer ("OEM") has determined that a Serviced Product or CPO Product is "end of life" or "end of service" (including, without limitation, that the OEM has determined that it will (a) no longer manufacture, sell or support such Product or (b) stop providing technical support, security patches, firmware updates or maintenance for such Product) (any of the foregoing, an "EOL/EOS Product"), Customer will be responsible for the use of such EOL/EOS Product and will ensure that its employees and agents use reasonable care in the use of such EOL/EOS Product in accordance with the OEM's most recent directions, safety notices, warnings, and other instructions. **SELLER WILL HAVE NO OBLIGATION OR LIABILITY WITH RESPECT TO CUSTOMER'S USE OF ANY EOL/EOS PRODUCT, INCLUDING ANY KNOWN OR UNKNOWN VULNERABILITIES, MALWARE, PHISHING, OR OTHER CYBER- OR DATA-RELATED MALICIOUS ATTACKS, AND CUSTOMER WILL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH USE OR VULNERABILITY OR ANY RELATED LIABILITY.**

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

G. Any credit extended by Seller to Customer is conditional upon Seller's continued satisfaction with Customer's creditworthiness and will not establish any right to credit with 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 Customer's creditworthiness at any time, and failure of Customer to satisfy any such altered credit or payment terms will constitute grounds for insecurity on the part of Seller.

XI. Vulnerability Management

A. After CPO Products are installed, Customer will be responsible for monitoring and remediating vulnerabilities associated with such CPO Products.

B. Throughout the life cycle of the Products, the OEM for the Products may publish recommended security updates, patches or other types of remediations for discovered vulnerabilities. The Customer will bear any risks and/or associated consequences related to all decisions by the Customer to forgo or delay implementing such recommendations from the OEM for the Products.

C. For the avoidance of doubt, Seller does not install software updates (including security patches/updates) during the repair process. If a Product's OEM software needs to be reinstalled during the repair process, Seller will only reinstall the OEM software version and build as was installed in the device prior to such repair. Vulnerability management should be completed by Customer, as directed by the OEM, for repaired devices.

XII. Operating Directions

A. Customer will comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and will use and require its agents and employees to use reasonable care in the use of the Products.

B. RELATIVE TO CPO PRODUCTS, THE OEM INSTRUCTIONS MAY BE PROVIDED TO THE CUSTOMER BY SELLER WITH THE CPO PRODUCT. IF SUCH INSTRUCTIONS ARE NOT AVAILABLE, IT WILL BE THE RESPONSIBILITY OF CUSTOMER TO OBTAIN THE INSTRUCTIONS FROM THE OEM AND CUSTOMER SHALL ENSURE THAT ITS EMPLOYEES AND AGENTS ADHERE TO AND COMPLY WITH ALL DIRECTIONS, SAFETY NOTICES, WARNINGS AND OTHER INSTRUCTIONS SET OUT IN THE INSTRUCTIONS AND WILL USE AND REQUIRE ITS EMPLOYEES AND AGENTS TO USE REASONABLE CARE IN THE USE OF THE CPO PRODUCTS.

C. SELLER WILL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER WILL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

XIII. Compliance

A. If any of the Products are medical devices, Customer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 as amended (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Customer agrees to notify Seller within 10 days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Customer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within 72 hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Customer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices.

B. It is the intent of Customer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively, as applicable. Customer's price may constitute a "discount or other reduction in price" under the Anti-Kickback Statute. Seller will provide Customer with invoices that fully and accurately disclose the discounted price of all Products purchased under this agreement to allow Customer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Customer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Customer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

C. **Seller is an equal opportunity employer and federal contractor or subcontractor. Consequently, Seller and Customer agree that, as applicable, they will abide by the requirements of applicable federal laws regulations prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibiting discrimination against all individuals based on their race, color, religion, sex, or national origin. Customer and Seller also agree that, as applicable, they will abide by applicable requirements relating to the notice of employee rights under federal labor laws.**

XIV. Miscellaneous

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

B. Invalidity of any provision of 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 Seller to exercise any right accruing to it by virtue of the relationship or under any contract of sales entered into with Customer will operate as a waiver thereof or preclude the exercise of the same or any other right or privilege by Seller.

D. Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by overnight courier, prepaid registered mail or email with confirmed receipt.

E. There are no other terms and conditions applicable to the purchase and sale of the Products or Services other than those contained in the Offer (including any specifications or other documents that Seller incorporated by reference in the Offer or invoice). No modification, amendment, waiver or other change of any provision of Seller's Terms will be binding on Seller without Seller's written consent. This agreement, together with accepted Purchase Orders (as to the quantity and types of Products and Services purchased) comprises the entire agreement between the Seller and Customer, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This agreement prevails over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this agreement.

F. The parties will attempt in good faith to resolve, through direct negotiation, any dispute between them arising out of or in connection with this agreement.

G. The rights and obligations of Customer and Seller, and the construction and effect of any agreement formed between them will be governed by the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. Any legal suit, action, or proceeding arising out of or relating to this agreement will be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

H. 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 Seller expressly agrees to the same in writing.

I. Customer will not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this agreement.

J. Provisions of this agreement that by their nature should apply beyond their terms will remain in force after any termination or expiration of this agreement.

K. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this agreement is confidential, solely for the use of performing this agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer will promptly return all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

L. Seller may terminate this agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this agreement; (ii) has not otherwise performed or complied with any term of this agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

M. Customer will comply with all applicable laws, regulations, and ordinances. Customer will maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this agreement. Customer will comply with all export and import laws of all countries involved in the sale of the Products under this agreement or any resale of the Products by Customer. Customer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products.

N. No provision of this agreement will be deemed to create a partnership, joint venture, or other combination between Seller and Customer. Customer and Seller are independent contractors. Neither party will make any

warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party.

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