1. GENERAL:
   a) This Contract contains the entire agreement between the parties and supersedes any contemporaneous or prior oral or written agreements or communications between them relating to the subject matter hereof.
   b) This Contract shall not be assigned, modified, or cancelled without the prior written consent of Perma Pure LLC ("Seller"). Any attempt to assign, modify, or cancel it without such consent shall be absolutely void.
   c) Buyer understands and agrees that these terms and conditions shall apply to all orders placed at any time by buyer including any orders placed after these terms and conditions were first delivered to Buyer.

2. CHANGES AND CANCELLATION:
   Orders accepted by the Seller are not subject to changes or cancellation by the Buyer, except with the Seller's written consent. If the sale covers product that must be manufactured especially for Buyer and such change or cancellation is made, Buyer shall be required to reimburse Seller for any loss on materials purchased or on contract for completion of the order. This includes, but is not limited to, all blanket orders, even those without firm release dates scheduled.

3. TITLE, RISK OF LOSS, PRICES:
   Seller warrants that product supplied hereunder shall be free of defects in material and workmanship as from time to time amended, and at equity.

4. DELIVERIES:
   a) Delivery of any installment of product within 30 days of the date specified hereunder shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to such date Buyer has received written notice of cancellation. Until delivery of one installment shall entitle Buyer to cancel that installment only.
   b) Seller is not responsible for delays in delivery or non-performance resulting from causes beyond Seller's reasonable control. Seller's time for delivery shall be extended by the time required to eliminate such cause for delay.

5. TERMS OF PAYMENT:
   Buyer agrees to pay the cost of collection of overdue invoices, including, without limitation, attorneys' fees. Seller retains a security interest in all goods delivered under this order to secure payment of amounts due in respect thereof. Buyer shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable law as from time to time amended, and at equity.

6. REMEDIES:
   a) If Buyer fails to pay when due any amount on any invoice issued in connection with this order, fails to pay when due any amount owing to Seller under any other contract or instrument, is in breach of any of Buyer's obligations to Seller under this, or any other contract, or if the financial or business condition or responsibility of the buyer shall become impaired or unsatisfactory to Seller, Seller reserves the right, at Seller's option, to cancel the order without liability to Buyer, suspend work on the order and/or future orders and/or withhold delivery of all or part of the products ordered and/or accept any other legal or equitable remedies until past due payments are made and satisfactory assurance of payment received. Buyer agrees to pay seller the cost of collection of overdue invoices, including, without limitation, attorneys' fees. Seller cannot accept billing for packing, inspection or labor charges in connection with any return.

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

8. WARRANTY AND DISCLAIMERS:
   Seller warrants that product supplied hereunder shall, at the time of delivery to Buyer, conform to the published specifications of Seller and be free from defects in material and workmanship under normal use and service. Seller's sole obligation and liability under this warranty is limited to the repair or replacement at its factory, at Seller's option, of any such product which proves defective within one year after the date of original shipment from Seller's factory (or for a normal usable lifetime if the product is a disposable or expendable item) and is found to be defective in material or workmanship by Seller's inspection.

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

10. ERRORS:
    Stenographic and clerical errors are subject to correction.

11. GOVERNING LAWS:
   a) The Terms and Conditions of Sale shall be governed by and interpreted in accordance with the substantive laws of the State of New Jersey, U.S.A. Any action arising out of or related to this agreement must be commenced within one year from the date the right, claim, demand or cause of action shall first occur, or be barred forever.
   b) Any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall be construed in order to effectuate the intent of such provision.

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

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