1. GENERAL:
   a) This contract contains the entire agreement between the parties and supersedes any contemporaneous or prior oral or written agreements or communications between them relating to the subject matter hereof. These terms and conditions of purchase and sale, the General Terms and Conditions of Sale, and Buyer and Seller’s General Liability and Other Provisions, as well as any documents attached hereto, constitute the entire agreement between the parties. No modification of this contract is valid unless it is in writing and signed by authorized representatives of both parties.

2. CHANGES AND CANCELLATION:
   Orders accepted by the Seller are not subject to changes or cancellation by the Buyer, except with the written consent of the Seller. Any attempt by Buyer to reduce, modify, or cancel any order without the written consent of the Seller shall be void and of no force and effect, and Buyer shall remain liable to pay for the order at the full agreed price. If Seller agrees in writing to any reduction or cancellation of an order, then such agreement may be conditioned upon (i) payment of a cancellation fee determined by Seller, (ii) reimbursement from Buyer to Seller for any loss on materials purchased for the order, and (iii) reimbursement from Buyer to Seller for any loss on labor and overhead attributable to the order, and (iv) reimbursement from Buyer to Seller for any loss on labor and overhead attributable to the order.

3. TITLE, RISK OF LOSS, PRICES:
   Terms of delivery are Ex Works (ICC INCOTERMS 2020). Risk of loss and title shall pass to Buyer upon delivery of product to the carrier. Unless specifically otherwise set forth, prices do not include customs, duties, taxes, or freight charges. Seller’s prices are firm for thirty (30) days from the date of offer and are subject to change without notice. Seller reserves the right to change any part of the price(s) in full at any time.

4. DELIVERIES:
   a) Delivery of any installment of product within the date specified therefor shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to shipment Seller has written notice of cancellation. Un timely delivery of one installment shall entitle Buyer to cancel that installment only. Cancellation shall be Buyer’s sole and exclusive remedy for untimely delivery.
   b) Seller is not responsible for delays in delivery or non-performance resulting from causes beyond Seller’s reasonable control, including, without limitation, demand, delay caused by supply shortage or availability. Seller’s time for delivery shall be extended by the time required to eliminate such cause for delay.

5. TERMS OF PAYMENT:
   Terms of payment, upon credit approval and unless otherwise agreed in writing, are net 30 days from invoice date, in U.S. dollars. Seller reserves the right to charge interest on any unpaid balance at the rate of 1% per month (or the maximum rate allowed by law, whichever is lower); from the due date. Without credit approval, either credit card authorization or prepayment in full is required. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off or claim or dispute with Seller.

6. REMEDIES:
   If Buyer fails to pay when due any amount on any invoice issued in connection with this order, fails to pay when due any amount owing to Seller under any other contract or instrument, including, without limitation, Buyer’s obligations to Seller under any other contract or instrument, including, without limitation, delay caused by Buyer’s reasonable control, including, without limitation, delay caused by supply shortage or availability. Seller’s time for delivery shall be extended by the time required to eliminate such cause for delay.

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

8. TERMINATING EVENTS:
   Seller’s obligations will be terminated if: (i) 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, including, without limitation, delay caused by supply shortage or availability. Seller’s time for delivery shall be extended by the time required to eliminate such cause for delay.

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) These Terms and Conditions of Sale shall be governed by and interpreted in accordance with the substantive laws of the State of New Jersey, U.S.A. Any action arising out of or related to the product is put under Buyer and Buyer shall conduct all testing and analysis necessary to validate the use and application to which Buyer puts the product for which Buyer may reserve the right to use or the application of the product by others; and (3) the characteristics, specifications, and/or properties of the product may be affected by the processing, treatment, handling, and/or manufacturing of the product by Buyer or others and Seller takes no responsibility for the nature or consequence of such operations or as to the suitability of the product for the purposes intended to be used by Buyer or others after being subjected to such operations.

    b) If any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect. Buyer shall have no cause of action against Seller under this order or in connection with the subject matter hereof. Seller makes no warranty or representation and disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose. Buyer shall be responsible for any costs associated with the product, including, without limitation, all costs and expenses incurred in connection with the product, including, without limitation, all costs and expenses incurred in connection with the product.

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

Perma Pure Group
Terms & Conditions of Sale
13. ANTI-BRIBERY AND ANTI-CORRUPTION CLAUSE – The Customer will:

a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
   - The UK Bribery Act 2010.
   - The UN Convention Against Corruption.
   - The UK Bribery Act 2010.
   - The UN Convention Against Corruption.

b) Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).

c) Have in place its own policies and procedures to ensure compliance with this Clause.

d) Ensure that all parties with which it is associated or who are providing goods or services in connection with this Contract (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.

e) Maintain complete and accurate records of all transactions and payments related to this Contract and, on reasonable request, disclose details of those transactions and payments to the Company.

f) On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.

g) Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

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

a) General obligations of the Distributor (Definitions as per MDR):
   - Distributor means any natural or legal entity in the supply chain, other than the manufacturer or the importer, that makes a device available on the market up until the point of putting into service;
   - Economic operator means a manufacturer, an authorized representative, an importer, or a distributor

b) The customer/distributor recognizes their obligations and must at all times act in accordance with MDR Chapter II, Article 14, “General obligations of the distributor”.

   - Ensure that the information supplied with the product accompanies the product in the original document format or is included in the information package supplied.
   - In case of issues, especially vigilance cases: distributors and all economic operators shall notify the manufacturer in writing within 72 hours of receiving notification.

   For identification within the supply chain, economic operators such as importers, distributors and healthcare professionals are required to reach an appropriate level of traceability of products with manufacturers in accordance to MDR Chapter III Article 25.

   - Over a period of 10 years or at least the product lifespan as stated, economic operators must be able to inform the competent authority or the manufacturer about:
     i. Any economic operator to whom they have directly supplied a device;
     ii. Any health institution or healthcare professional to which they have directly supplied a device;

   - In addition to obligations defined for economic operators in MDR chapter II and taking into consideration how the product is supplied and used, especially considering patient confidentiality, the following is expected:
     - Support market corrective actions in case of vigilance, as recall, refurbishment or distribution of safety notices by, for example, identification of affected users, quarantine and return of suspect products etc. as requested.

15. GLOBAL TRADE COMPLIANCE

a) If Buyer transfers the products (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision, services, including all kinds of technical support) to a third party, Buyer shall comply with applicable global trade laws, including the U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department’s Bureau of Industry and Security ("BIS"), the U.S. International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department’s Directorate of Defense Trade Controls ("DDTC"), the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control ("OFAC"), (iv) European Union ("EU") regulations on export controls and sanctions, United Nations sanctions policies, all relevant regulations made under any of the foregoing, and other applicable economic sanctions, export control, or import laws.

   - In the event of any export, re-export, or other dealing in controlled products, technology, services, or information, whether directly or indirectly, Buyer will first obtain all necessary written consents, licenses, permits, and authorizations and complete such formalities as may be required by any applicable global trade laws. Buyer shall be solely responsible for complying with Global Trade Laws and shall not do anything which would cause Seller to be in breach of Trade Restrictions. In particular, the Buyer agrees that it will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the equipment and/or services, directly or indirectly, to:
     1. any country, territory, or destination with which Perma Pure Group, as a matter of policy, does not conduct business, including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol and North Korea, and any other territory subject to comprehensive Trade Restrictions from time to time;
     2. any other territory to which the supply of the goods and/or services would be restricted or prohibited under Trade Restrictions (subject to the Distributor obtaining all licenses and/or approvals required to make such a supply); or
     3. any Sanctioned Party (or any party owned or controlled by a Sanctioned Party).

   - Buyer will make enquiries as to the end use and end user and carry out sanctions screening checks on its customers and any other end users (including their shareholders, beneficial owners and senior management) prior to the supply of Seller supplied products and/or services in order to ensure compliance global trade laws and trade restrictions.

b) On reasonable request the Buyer shall confirm in writing to Perma Pure Group that it has complied with the requirements of this Clause and, if so requested, allow Perma Pure Group to verify this compliance by way of an audit of its records.

c) Buyer shall immediately inform Perma Pure Group if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants, or other intermediaries and provide detailed information about the breach.

16. MISCELLANEOUS

a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at (i) with respect to Buyer, the address set forth on the applicable purchase order or (ii) with respect to Seller, at 1800 New Hampshire Avenue, Lakewood, NJ 08701 (attention Chief Commercial Officer and Chief Financial Officer), or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Clause.

b) No waiver by Seller of any of the provisions of these terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these terms operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.