

TERMS AND CONDITIONS OF PROCESSING

The following Terms and Conditions of Processing shall apply to all processing services provided to the Customer, as identified below, by Isomedix Operations Inc., including its affiliates, STERIS Applied Sterilization Technologies ULC, STERIS Isomedix Puerto Rico LLC, and Synergy Health AST, LLC ("STERIS"), with headquarters at 5960 Heisley Road, Mentor, Ohio 44060.

- 1. Sales to Customer**

All orders are subject to written acceptance by STERIS. Acceptance may be in whole or in part. Isomedix is not obligated to accept any order from Customer for any reason, including, but not limited to, the default of Customer on any obligation to STERIS. Subject to the foregoing, STERIS shall process Customer Products in such quantities and manners as may be ordered by Customer, subject to (i) available capacity of the processing facilities, (ii) STERIS's marketing requirements, and (iii) any change or discontinuance with respect to any particular processing capability. If, at any time, STERIS determines that the demand for certain processing exceeds the supply, then STERIS shall allocate the supply in a manner which STERIS shall determine in its reasonable discretion.
- 2. Orders**

Any terms in Customer's purchase order or any other document of order or acceptance which are different from or additional to these Terms and Conditions of Processing are hereby rejected regardless of whether such other terms would materially alter the terms hereof. Any course of dealing, or custom or usage, which is contrary to these Terms and Conditions of Processing, is also hereby rejected.
- 3. Returned Processing**

No processed Products may be returned to STERIS without prior written approval of STERIS, which STERIS may grant or deny in its reasonable discretion.
- 4. Payment Terms**

Payments shall be due thirty (30) calendar days from the date of invoice.
- 5. Warranty**

STERIS warrants only that Products shall be processed in accordance with Customer specifications, as accepted by STERIS. STERIS's obligation under this warranty shall be limited to the reprocessing of Products not processed in accordance with such specifications. EXCEPT AS SET FORTH ABOVE, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. Limitations of Liability**

STERIS SHALL NOT BE RESPONSIBLE FOR LOSS OF USE, LOSS OF INCOME OR PROFITS, COST OR RENTAL OF A SIMILAR PRODUCT, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER DUE TO BREACH OF CONTRACT OR WARRANTY OR TORT, INCLUDING NEGLIGENCE OF STERIS OR STRICT LIABILITY, OR ANY OTHER CAUSE. In the event STERIS fails to process any Products as agreed, or any Products are damaged or destroyed due to the fault of STERIS, STERIS's liability shall be limited to the lesser of the manufacturing cost of the Products, or ten (10) times the processing charge. However, if the Products can only be processed one (1) time, Customer must designate this in writing prior to processing and STERIS's liability regardless of cause or circumstance related to such Products shall be limited to the original processing cost only.
- 7. Indemnity**

Customer agrees to defend, indemnify, and hold harmless STERIS from any and all third party claims, liability, damages or expenses due to personal injury or property damage, arising from Customer's negligence or breach of contract, except to the extent caused by STERIS's negligence or breach of contract. Subject to the Limitations of Liability set forth above, STERIS agrees to defend, indemnify, and hold harmless Customer from any and all third party claims, liability, damages or expenses due to personal injury or property damage arising from STERIS's negligence or breach of contract, except to the extent caused by Customer's negligence or breach of contract.
- 8. Independent Contractors**

The relationship between the parties is that of vendor and independent contractor. Neither the Customer nor any of its officers, directors, agents, or employees shall be considered as an agent or employee of STERIS. In performing obligations and accepting benefits under this Agreement, Customer acts on its own account and has no authority or power to bind or to create any express or implied obligation on STERIS's behalf.
- 9. Confidentiality**

No confidential information provided or included in any discussion, negotiation, contract, or term or condition of processing shall be disclosed to any person by either STERIS or Customer, other than to their employees and affiliates who have a need to know; nor shall any of the same be used by either party in any publicity or promotional material without the express, prior written consent of the other party. Processing charges shall always be deemed confidential information.
- 10. Assignment**

Customer shall not assign any of the rights or privileges contained in these Terms and Conditions of Processing, to any third party. STERIS may assign its rights and duties hereunder to an affiliate of STERIS.
- 11. Force Majeure**

Neither party shall be liable or deemed in default for failure to perform, delay in performance, failure to perform to the specifications, and/or for damage of any kind to the Products, due to any reason beyond its control (a "Force Majeure Event"), including, but not limited to, acts of God, acts of nature, acts of governments, fire, flood, accidents, shortages or scarcity of material, electricity, labor or fuel, equipment failure, or inability to obtain transportation. Each Party agrees to give the other timely notice of inability to perform or deliver.
- 12. Law**

These Terms and Conditions of Processing and the relationship between the parties shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, Customer has caused this agreement to be executed by its duly authorized representative.

Customer: _____

By: _____

Title: _____

Address: _____

Signature: _____

Date: _____

