

TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale shall apply to all laboratory testing, validation, product and package testing and moist heat, vaporous hydrogen peroxide and dry heat processing provided to the Customer by STERIS Laboratories, Inc. ("STERIS LABS").

1. **GENERAL.** These Terms and Conditions shall govern all orders for laboratory tests, laboratory services, sterilization services, or other services (collectively, "Services") as provided by STERIS LABS to you ("Customer"). These Terms and Conditions shall be automatically incorporated by reference into each quote given by and each PO (as defined below) accepted by STERIS LABS. A PO shall only be effective if STERIS LABS accepts such PO in writing or actually begins performance of the Services requested thereon. Acceptance of a PO by STERIS LABS is expressly conditioned upon these Terms and Conditions being incorporated therein and superseding any conflicting term or provision contained in such PO. Customer hereby acknowledges and agrees that any such conflicting term or provision shall be deemed immediately null and void upon STERIS LABS's acceptance of such PO.
2. **PRICE TERMS.** All prices quoted by STERIS LABS are stated in U.S. dollars, and are valid for ninety (90) days unless otherwise specified therein. Prices and related quotes are based on test descriptions provided to STERIS LABS by Customer and detailed in such quote. Any change in test descriptions or process parameters provided by Customer may require any price quoted to be adjusted and STERIS LABS reserves the right to adjust such price. In the event STERIS LABS issues conflicting oral and written quotes, the written quote shall control.
3. **PURCHASE ORDERS.** Upon Customer's satisfaction with a quote, the Customer must submit a written purchase order ("PO") to cover each Service which STERIS LABS is requested to perform. Submission of such PO will be accompanied by these terms and conditions, executed on behalf of the Customer, and such submission shall be conclusive proof that Customer has accepted all of these Terms and Conditions in the manner set forth in Section 1 above. Each PO must contain the applicable quote number, if any, from STERIS LABS. If Customer wishes to establish a standing PO to facilitate order processing, please contact STERIS LABS. Any re-performance of Services required by Customer in connection with a previously completed PO will require a separate PO, the performance of and payment for which shall also be governed by these Terms and Conditions.
4. **PAYMENT TERMS.** Payment is due thirty (30) days from the date of STERIS LABS's invoice to Customer in connection with the Services. Commencement of any Services is conditioned upon credit approval of Customer to the satisfaction of STERIS LABS, and Customer hereby grants to STERIS LABS the authority to obtain any required credit information of Customer. STERIS LABS reserves the right to revise these payment terms at any time. All balances which are due and owing by the Customer to STERIS LABS and not paid when due hereunder shall accrue interest at a rate of one and twenty-five hundredths percent (1.25%) per month until payment is received in full. STERIS LABS shall have the right to suspend all Services under any PO upon Customer's failure to pay any amount due hereunder. A charge of Thirty Dollars (\$30) will be incurred for each returned check. All amounts due hereunder are payable in U.S. dollars. Customer shall notify STERIS LABS within twenty-four (24) hours of Customer's becoming insolvent, filing for bankruptcy, being placed in receivership, making an assignment for the benefit of creditors or commencing proceedings seeking protection from its creditors. Upon the occurrence of any such event, all amounts hereunder shall become immediately due and payable and STERIS LABS shall have the right to suspend or cancel any Services.
5. **PAYMENT METHODS.** The customer may make payment by check, automated clearing house transfer or wire transfer. Handling charges may be applied due to additional documentation required for shipping and customs. If Customer has any questions regarding STERIS LABS's wire transfer routing information, contact the STERIS LABS customer service. If payment is made via wire transfer, add \$30 to each applicable invoice.
6. **FREIGHT & INSURANCE.** All of Customer's products, test articles, reports, data, waste and excess material shipped to or from STERIS LABS shall be shipped F.O.B. to STERIS LABS's facility in Minneapolis, Minnesota, Libertyville, Illinois or El Paso, Texas. STERIS LABS will invoice Customer for freight charges or will bill Customer's UPS or FedEx account, if requested by Customer. For all items shipped to Customer by STERIS LABS, if Customer determines that standard carrier coverage is deemed inadequate, Customer shall conspicuously note such on the applicable PO, and shall include thereon the value of the items to be shipped. Any additional costs associated with any requested increase in insurance coverage shall be the responsibility of Customer and shall be added to the applicable invoice. All claims for freight damage should be made directly with the freight carrier responsible for such damage. STERIS LABS shall have no liability for any damage which occurs while any shipment is in the possession of any carrier. It is the customer's responsibility to properly insure shipments to and from STERIS LABS.
7. **TURNAROUND TIME.** STERIS LABS shall make all reasonable efforts to meet the report release date, if any, provided in writing to the Customer in the applicable written quote, if any. However, STERIS LABS cannot guarantee that a report release date will be met. If such a delay arises, STERIS LABS will so inform the Customer.
8. **HAZARDOUS MATERIALS.** All hazardous materials submitted to STERIS LABS for Services must be accompanied by a Material Safety Data Sheet or similar safety information. STERIS LABS will add a handling fee for Services performed on hazardous materials. In the event STERIS LABS incurs costs in connection with the disposal of any hazardous materials, such costs shall be invoiced to the Customer. In the event any item shipped to STERIS LABS was, prior to shipping, used in any clinical or other similar setting wherein it was placed in contact with any organism or foreign contaminant, the packing for such item must clearly state so, and such item must be accompanied by a certification from Customer that such item has been cleaned, sterilized and decontaminated and that no foreign contaminants remain on such item.
9. **CANCELLATION.** If for any reason Customer cancels any Services subsequent to acceptance by STERIS LABS, Customer will be billed for (1) the portion of the Services that STERIS LABS has performed at the time of cancellation and (2) all materials purchased by STERIS LABS specifically for any cancelled Services.
10. **CONFIDENTIALITY.** STERIS LABS shall treat all Customer data and materials as proprietary and confidential to Customer and will not disclose data or materials to any person except its employees, consultants, and subcontractors as necessary for the purposes of providing the Services. If STERIS LABS discloses any proprietary information or materials to Customer, Customer shall treat such information and materials as proprietary and confidential to STERIS LABS. Each party shall protect the proprietary and confidential information and materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or material that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency provided the recipient party informs the disclosing party promptly thereof; and/or is independently developed by or for the recipient party.

11. **WARRANTIES.** STERIS LABS warrants that all Services will be performed with reasonable care, skill and diligence and in accordance with standards generally applicable in the industry and shall at all times comply with applicable law. Unless specified in written correspondence to Customer, the results of the Services are not indicative or representative of the qualities of any samples from the same or other lots on which Services were not performed. The Services may result in damage to the applicable samples and the Customer assumes all such risk. EXCEPT AS OTHERWISE PROVIDED HEREIN, STERIS LABS DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY.** STERIS LABS shall not be liable for any indirect, consequential, incidental, punitive or special damages (including without limitation, lost profits) resulting from or arising out of the Services, whether based in tort, contract or otherwise, and regardless of whether STERIS LABS had advance notice of the possibility of such damages. Customer's sole remedy against STERIS LABS arising out of the Services shall be STERIS LABS's re-performance of such Services or a refund of any amounts paid to STERIS LABS for such Services. In any case, STERIS LABS's liability shall be limited to the price quoted for the Services. Services shall be re-performed without cost only in the event of STERIS LABS's gross negligence or willful misconduct.
13. **INDEMNIFICATION.** The Customer shall defend, indemnify and hold harmless STERIS LABS and its affiliates and the officers, directors, shareholders, members, employees, agents and representatives of any of them, from and against any claim, demand, suit, action, controversy, verdict, liability or cost relating to and arising out of the Services (collectively, "Costs"), including but not limited to any Costs arising in connection with the items and materials referred to in Section 8 hereof, except to the extent that such claim, demand, suit, action, controversy, verdict, liability or cost is the direct result of gross negligence or willful misconduct by STERIS LABS.
14. **FORCE MAJEURE.** In the event STERIS LABS is delayed in or prevented from the performance of any Services by reason of strikes, lockouts, labor troubles, inability to procure materials, power failure, government laws or regulations, riots, insurrections, war, fire or other casualty, shortage of transportation facilities or any other reason of a similar nature not reasonably in the control of STERIS LABS, the period for the performance of the Services shall be extended for the period of the delay, and for a reasonable time thereafter.
15. **CHOICE OF LAW.** These Terms and Conditions shall be governed by the laws of the State of Minnesota (USA), without giving effect to the conflict of law provisions thereof.
16. **SEVERABILITY.** The lack of enforceability or invalidity of any provision or provisions contained in these Terms and Conditions shall not render any other provision or provisions herein contained unenforceable or invalid and the provisions found to be unenforceable or invalid shall be enforced to the maximum extent permitted by law.
17. **NON-WAIVER.** No waiver by STERIS LABS of any condition, or of any breach of any term contained herein, in any one or more instances, shall be deemed to be a further or continuing waiver of any condition or of any breach of any term.
18. **ENTIRE AGREEMENT.** These Terms and Conditions, the applicable PO and, if applicable, any confidentiality agreement executed by the parties contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of these Terms and Conditions.
19. **REQUIRED CLAUSE.** Any clause required to be included in a document of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.
20. **ASSIGNMENT.** Customer shall not assign any of its or his rights or obligations under these Terms and Conditions without the advance written consent of STERIS LABS.
21. **INTELLECTUAL PROPERTY.** Customer shall have no rights in STERIS LABS's patents, trademarks, copyrights or other intellectual property.