



The purpose of these general conditions of sale is to define the commercial relations between PALL and any purchaser, so as to ensure the quality of such relations. These conditions are deemed to be accepted in full by the purchaser by the placing of an order. They prevail over any general or specific conditions of purchase and over any documents emanating from the purchaser, unless otherwise expressly accepted by PALL.

Article 1 – FORMATION OF THE CONTRACT: QUOTES, ORDERS

1.1 The indications, descriptions, details and prices contained in the catalogues or documentation issued by PALL are given merely by way of indication, and are not binding on PALL. The offers made by PALL are valid for a term of 3 (three) months. Beyond that term of validity, they may be amended or withdrawn.

Any offer made by PALL constitutes specific conditions which amend or supplement the present general conditions.

1.2 A substantial and decisive condition of any order is the acceptance of the present conditions of sale.

Orders shall be placed in writing (letter, fax, or email) on headed notepaper with the commercial stamp and the signature of the purchaser. Unless PALL expressly indicates otherwise within a time limit of 10 (ten) business days, any order is deemed accepted as of being received.

However, if the order has not been preceded by an offer from PALL, the contract shall be deemed to be complete only once the order has been accepted in writing by PALL. Notwithstanding anything herein to the contrary, these terms may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon the purchaser's prior written notice to PALL, and PALL's written acknowledgment of the notice; and (ii) upon terms satisfactory to PALL. Purchaser shall pay to PALL all fees, charges and/or costs that PALL assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

Article 2 – DELIVERIES: TERMS, LEAD-TIMES/DEADLINES, AND TAKING DELIVERY

2.1 The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of PALL's acceptance of the order or PALL's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to PALL's receipt of complete information necessary for design and manufacture. PALL assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages due to delays. The products may be delivered by PALL in advance of the quoted delivery date upon giving reasonable notice to the purchaser.

2.2 PALL shall make the products available to the purchaser at PALL's designated shipment point or as otherwise specified in the purchase order (each, "PALL's Shipment Point") using PALL's standard methods for packaging and shipping such products. Purchaser shall take delivery of the products within 5 days of PALL's written notice that the products have been delivered to PALL's Shipment Point.

2.3 If for any reason the purchaser fails to accept delivery of any of the products on the date fixed pursuant to PALL's notice that the products have been delivered at PALL's Shipment Point, or if PALL is unable to deliver the products at PALL's Shipment Point on such date because the purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) legal title and risk of loss to the products shall pass to the purchaser; (ii) the products shall be deemed to have been delivered; and (iii) PALL, at its option, may store the products until the purchaser picks them up, whereupon the purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

2.4 Unless otherwise mutually agreed to in writing by the parties, delivery shall be CPT (PALL's Shipment Point) INCOTERMS 2020. PALL will, at the purchaser's risk, arrange for delivery of the products to the purchaser's site/facility and will pay for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

2.5 Legal title and risk of loss in the products passes to the purchaser upon the earlier of: (i) delivery of the products at PALL's Shipment Point; or (ii) deemed delivery pursuant to section 3(iii) above. Beneficial ownership will not pass to the purchaser until PALL has received full payment of the purchase price. As collateral security for the payment of the purchase price of the products, the purchaser hereby grants to PALL a lien on and security interest in and to all of the right, title and interest of the purchaser in, to and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

Article 3 – COMPLAINTS/CLAIMS – RETURN OF GOODS

3.1 Subject to taking the appropriate steps with the carrier or with the forwarding agents, any complaint or claim regarding apparent defects, or non-compliance of the product as delivered with the product as ordered or with the consignment note shall, in order to be binding on PALL, be reported in writing within two business days following arrival of the products, and be reconfirmed by return-receipted registered letter specifying the invoice number(s) and customer number, the reference and quantity of the goods, and the reasons for the claim. Any complaint or claim sent without complying with the above-mentioned terms and conditions shall not be processed or taken into consideration.

The purchaser shall grant PALL full ability to verify the existence of the defects and to remedy the same. The purchaser shall refrain from intervening itself or from having a third party intervene for that purpose; otherwise, PALL shall not be held liable in any way whatsoever with regard thereto.

3.2 Any return of products shall first be approved in writing by PALL; no return shall be accepted after a time limit of one month as from the date on which delivery is made. The costs and risks relating to the return shall be borne by the purchaser.

Should it transpire that the complaint or claim is justified, the returned goods shall, at PALL's discretion, be exchanged or be the subject of a credit note corresponding to the price exclusive of VAT at which the goods were purchased, to the exclusion of any damages.

Article 4 - PRICES

The unit prices for the products are set forth in the offer accompanying the present General Conditions of Sale.

The products proposed are sold at the prices applicable on the date on which PALL accepts the order.

Except as otherwise stated under the terms of any quotation or in any price list of PALL, and unless otherwise agreed in writing between the purchaser and PALL, all prices are given by PALL on a CPT (Incoterms 2020) basis.

Article 5 - PAYMENT: TERMS, LATENESS, DEFAULT

5.1 Invoices are drawn up on each delivery. Except under specific conditions, invoices shall be payable by bank transfer at 30 (thirty) days from the date of receipt of the invoice, without any discount or reduction, and at PALL's headquarters.

Under no circumstances may payments be suspended or be offset without prior written approval from PALL.

Any deterioration in the credit rating of the purchaser may justify the requirement of sureties, cash payment, prior to carrying out the received orders.

5.2 Any sum not paid at its due date as stated on the invoice shall, with effect from the day following the said due date, lead to the application of penalties for late payment in an amount equal to the rate of interest applied by the Central European Bank to its most recent financing operation plus 10 (ten) points. In addition, in the event of deferred payment, the other instalments shall become immediately due and payable, lead-times for delivering and/or taking delivery of the products may be suspended. The above-mentioned penalties shall be payable on receipt of the notice informing the purchaser that it is being charged therefor, and they shall continue to apply until full and final payment, both to the full principal amount of the outstanding sums and also to the interest that has accrued over more than one year. Any partial payment shall be ascribed to interest, and then to the non-secured portion of the debt, and finally to the amounts that are secured.

In the event of early payability, PALL shall only honour orders that are not yet delivered in full or in part against a cash payment for those orders, without prejudice to any claim for damages.

5.3 In the event of total or partial default in payment of the price, comprising the principal amount, interest and any related amounts, and after a final demand has been made and has remained vain, PALL shall have the option of cancelling the sale as of right on the basis of breach by the purchaser. PALL shall be fully and finally entitled to keep any sums already paid by the purchaser, notwithstanding the purchaser's obligation to return the equipment/goods in a good and proper condition. The cancellation shall affect not only the order in question but also any prior orders in respect of which the due payment date has matured and payment has not been made.

For all professionals, any amount unpaid as from the day following the due date of the invoice shall be automatically subject to a fixed charge increase of €40 pursuant to Article L.441-6 paragraph 12 of the French commercial code, for which the amount is set by decree No. 2012- 1115 of 2nd October 2012 (article D441 -5 of the French code of civil enforcement proceedings).

In the event of regulatory amendment to this fixed fee, the new amount shall automatically substitute the fee provided in the terms and conditions or payment terms hereof.

The application of this indemnity shall be without prejudice to the application of an additional fee on the outstanding debt upon justification, in accordance with the aforementioned text, up to the full amount that will have been incurred, whatever the nature, to recover such debt.

Article 6 – TITLE RETENTION

PALL retains beneficial ownership of all of the goods sold until actual payment in full of the price, comprising the principal amount plus any interest and related sums. Therefore the purchaser expressly authorises PALL to take back possession of its goods and, for that purpose, to enter the purchaser's premises after a formal notice has been sent pursuant to Article 5 above and if that notice remains vain.

The above provisions do not prevent the risks from being transferred as stipulated in Article 2.

The purchaser undertakes to inform PALL of any seizure or attachment of the goods made by a third party, failing which it will be open to liability for damages.

The purchaser may not pledge the goods and nor may it transfer ownership of them by way of guarantee or security.

However, in the context of the normal operation of its establishment, the purchaser is authorised to resell the goods delivered. In which case, the purchaser undertakes:

- to inform its customer of the existence of the present title retention clause and of the right that the initial vendor reserves to claim possession either of the goods in dispute, or of the price;
- to pay the outstanding portion of the price remaining due to PALL within 48 hours, or to inform it immediately so as to enable it to exercise, where applicable, its right to make a claim on the price vis-a-vis the third-party acquirer.

This re-sale authorisation shall be withdrawn automatically in the event of receivership or liquidation.

Article 7 – WARRANTY AND EXCLUSIONS

7.1 The present warranty applies for any material or manufacturing defect for a term of six months as from the date of delivery for consumables, and for a term of one year as from the date of delivery for non-consumables. Any intervention carried out under the present warranty may not lead to an extension in the term thereof.

Under this warranty, the sole obligation incumbent on PALL shall, at PALL's discretion, be to replace free of charge or to repair the product or the element that is recognised as being defective by PALL, to the exclusion of any compensation or damages and interest of any kind whatsoever. Any product that is to benefit from the warranty must first be submitted to PALL's after-sales service. The shipment costs and risks shall be borne by the purchaser. Any products, parts or elements that are replaced free of charge under the warranty become the property of PALL again, and PALL may require such products, parts, or elements to be handed over to it.

Re-sale of PALL products to any third party whomsoever, shall not result in an extension of the present warranty.

7.2 The present warranty excludes any consequences of normal wear or of use which is not compliant with PALL's instructions, or indeed any consequences due to defective maintenance. The warranty shall cease automatically if the customer has not honoured its contractual payment obligations. Defective products and/or services or direct damage to property or to persons due to the following reasons are not covered by any recourse or warranty of any type whatsoever, and PALL declines any liability in respect thereof:

- any negligence, lack of supervision, defective use, and any use not complying with the instructions indicated on the equipment/products used and/or in the PALL user's handbook;
- damage due to any natural disaster and to any accident whose cause is external to the equipment/product used;
- any technical intervention carried out by a third person not approved by PALL.

Should PALL be held liable, pursuant to non-performance, or poor performance of the contract, for any direct damage caused by the products, equipment, or parts delivered, the total amount of the compensation may not, by express agreement, exceed an amount equal to the price of the goods that caused the damage. Under no circumstances shall PALL be bound to pay compensation for material or non-material indirect or consequential damage or prejudice, or for non-material direct damage (in particular financial loss) caused by the products sold.

Article 8 – WARNING

The parts, subassemblies, or accessories that are not manufactured by PALL, but that are required by a purchaser specification, shall be governed by warranties granted by their own manufacturer, against whom the purchaser should, where applicable, claim. Consequently, PALL's warranty, and therefore its liability, may not be brought into play in any manner whatsoever by the purchaser for such parts, subassemblies, or accessories.

Article 9 – FORCE MAJEURE

Under no circumstances shall PALL have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labour shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond PALL's reasonable control (a "Force Majeure"). PALL's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.

Article 10 – TOLERANCE – VALIDITY

The fact that PALL, at any time, does not avail itself of any one of the present general conditions of sale, may not be interpreted as a waiver of its right to avail itself thereof at some later date. Should any one of the provisions of the present general conditions of sale be voided, it shall be deemed not to have been written, and shall not lead to the other provisions being voided.

Article 11 – EXPORT

As regards export or resale of the products by the purchaser, the purchaser undertakes to comply with any applicable legislation on export control. Export control legislation includes, without this list being exhaustive, standards relating (a) to operating licences, (b) to export restrictions with regard to countries under embargos, and (c) to restrictions on sale to certain persons or to certain entities.

Article 12 – GOVERNING LAW AND JURISDICTION

Any dispute relating to application of the present general conditions of sale, even in the event that there is more than one defendant or in the event of proceedings to join or claim contribution from other parties, is governed by French law and shall be submitted to the exclusive jurisdiction of the Commercial Court (*Tribunal de Commerce*) within whose jurisdiction the headquarters of PALL is located.