

**Terms and Conditions of Purchase  
The Americas - USG**

**1 Acknowledgment and Acceptance**

- 1.1 Seller shall acknowledge receipt of Pall's purchase order (the "**Order**") without objection.
- 1.2 Acceptance of the Order (whether made by written or oral acknowledgment, commencement of work, shipment of the goods, or performance of the services (collectively such goods and services shall be referred to as "**Goods**")) constitutes acceptance by Seller of these terms and conditions of purchase ("**Terms**"). It is agreed that these Terms shall govern relations between the parties to the exclusion of any other terms even if contained in any documents, which purport to provide that Seller's terms shall prevail. No conduct by Pall shall be deemed to constitute acceptance of any other terms or conditions. Pall expressly objects to and excludes any additional or different terms in any quotation, order acknowledgment or other document of Seller.
- 1.3 Seller understands that if this Order is issued and accepted to support a United States Government ("USG") Contract, the "Terms" may include certain terms as required by Federal law and/or regulations.

**2 Delivery, Identification of Goods and Title**

- 2.1 Goods shall not be dispatched or performed prior to receipt by Seller of Pall's Order.
- 2.2 The Goods shall be delivered (and all work associated therewith completed) and performed by the date(s) specified in the Order or as otherwise agreed by Pall in a written document signed by Pall (the "**Delivery Date**"). Goods delivered prior to the Delivery Date or in excess of the amount specified in the Order may be refused and returned at Seller's expense.
- 2.3 Time is of the essence in the performance of Seller's obligations under the Order and Seller shall use best efforts to meet the Delivery Date. Seller agrees that it will immediately notify Pall of any delays in its inability to meet the Delivery Date. If the Delivery Date is endangered or delayed for any reason, Seller shall, at its sole expense, deliver the Goods by the most expeditious shipping method available. If Seller fails to commence work on the Goods, or it does not appear to Pall that Seller is proceeding diligently with performance, or that Seller may not be able to complete the delivery by the Delivery Date, Pall may cancel the Order or any part thereof at any time. Seller's customary or planned shutdowns, holidays or closures shall have no impact on the Delivery Date.
- 2.4 Without prejudice to any other right or remedy, if Goods are (i) not delivered on the required Delivery Date(s); or (ii) delivered without certificates, identification or documentation in full compliance with the requirements of the Order, including: (1) a current safety data sheet (or equivalent), which shall be in the required format and language of the intended recipient; (2) certificates of analysis, tests, and certificates of origin, or otherwise required by Applicable Law and (3) all other documentation or information reasonably necessary to assist Pall in using, handling, storing, and distributing the Goods in compliance with all Applicable Laws, Pall shall be entitled to refuse the Goods and shall also be entitled to recover from Seller, by way of liquidated damages and not as a penalty (either directly or by deduction from any monies due or which become due to Seller) damages equivalent to 1/4% of the value of purchase price set forth in the Order ("**Price**") for each day's delay up to the Price (or such other amount as may be specified in the Order).
- 2.5 Delivery shall not be deemed complete until all Goods and all other related deliverables (including manuals and other documentation) have been received and accepted by Pall, notwithstanding any prior payment or agreement by Pall to pay transportation charges. Pall shall have the right to reject any nonconforming Goods and Seller shall assume title and risk of loss of all nonconforming Goods and shall promptly reimburse Pall for all costs incurred by Pall because of such rejection of nonconforming Goods. Pall reserves the right to assess a reasonable market rate fee on all delivered Goods that do not meet the specifications and agreed quality requirements. This fee represents the administrative costs Pall incurs in the generation of non-conforming material rejections (NCMR) documentation, and does not include any additional processing, rework, or scrap costs that may be assessed. Payment for Goods delivered or inspection by Pall shall not constitute acceptance of the Goods and shall not relieve Seller of its warranties or other obligations hereunder.

- 2.6 All equipment, fittings, accessories, and documentation (whether or not mentioned in the Order) necessary for the efficient working of the Goods shall be deemed to have been included in the Price and shall be completed and delivered to Pall.
- 2.7 Each package or case shall be clearly marked with Seller's name and order number, the Order number and reference number (if any), delivery address, Seller's address, packing list of case content(s), and any other details required by Pall or by any applicable state or federal law, rule, regulation, bylaw, industry standards, engineering good practices, environment, health and safety requirements, and privacy, data protection rules and regulations applicable to the Order, the Goods, Pall or the Seller ("**Applicable Laws**").
- 2.8 Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No charge will be allowed for packing, crating, loading, or storage without Pall's written approval.
- 2.9 All Goods shall be suitably packed to meet or exceed the criteria established by Applicable Law, and to withstand periods of storage. If the Goods or any parts of them are damaged due to faulty or inadequate packing the damaged Goods or part thereof shall be repaired or replaced at Seller's expense whether or not delivery has been accepted. The risk of loss or damage in transit shall always remain with Seller.
- 2.10 If Pall so requires, Seller shall, at its own cost, agree to keep the Goods or any part thereof, at the Seller's facility after the contractual delivery date. Seller will provide free storage, maintenance, preservation, security, and full insurance cover for a period of up to 90 days from the contractual delivery date without additional cost to Pall.
- 2.11 If the need for storage prior to shipment extends beyond the 90 days as mentioned in Clause 2.10, and is due to reasons not attributable to Seller, Seller will be reimbursed for reasonable storage costs to be agreed between the parties. Seller shall be obliged to advise Pall at least 30 days prior to the end of the period of free storage, providing full details of all proposed additional storage. Pall shall, at its sole discretion, either accept the proposed additional costs or make other arrangements.
- 2.12 Unless otherwise agreed to by the parties and specified on the face of the Order, delivery terms shall be DDP (Incoterms 2020) with all risk and shipping charges borne by the Seller. When delivery terms are agreed as FCA (Incoterms 2020) nominated shipping point, all deliveries shall be made by common carrier(s) designated by Pall. Title and risk of loss shall pass to Pall at the agreed shipping facility indicated by Pall and Pall shall have the obligation to insure once title and risk passes; provided that Seller is responsible for correct documentation required for transport, proper packaging, loading, drayage and tie-down (if applicable) and all costs associated therewith. If Seller ships FCA using a carrier not designated by Pall, Seller shall bear responsibility of the freight charges. Absolutely no freight charges added to invoices will be paid unless expressly listed on the Order or otherwise agreed to in writing by Pall.
- 2.13 Unless otherwise specifically agreed to in writing by Pall, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the Order. Seller shall be solely responsible for managing Seller's inventory with respect to Goods purchased and sold hereunder.
- 2.14 If this Order is issued to support a USG Contract containing an "Option" clause giving the USG right to extend contract performance for certain specified option periods, Seller understands and agrees that Pall may extend the performance period consistent with these option periods, and unless the contract has been changed or terminated, Seller agrees to continue performance consistent with any such option periods.

### 3 Inspection

- 3.1 All Goods are subject to Pall's or its designee's inspection, including by applicable government entities, at any reasonable time during manufacture or within a reasonable period of time after delivery. Such inspection shall not relieve Seller from responsibility or liability for the Goods or be interpreted in any way to preclude Pall's right to reject or revoke acceptance of the Goods. Goods rejected by Pall will be held for Seller's disposition and if not removed within ten days of notice may be returned to Seller at Seller's cost. Pall's failure to perform an inspection shall not be deemed an acceptance of any Goods.
- 3.2 If Pall, in its sole discretion, determines there is a significant risk that Seller will fail to meet its performance or delivery requirements under the Order, Pall may require Seller to perform under a Supplier Improvement Program ("**SIP**"). The SIP may include specific reporting and performance requirements reasonably tailored to ensure Seller's adequate performance under

identified provisions of the Order. Any failure by Seller to satisfy the terms of the SIP is a material breach of the Order.

#### 4 Prices and Payment

- 4.1 Seller acknowledges that the Price is sufficient to cover its supply of the Goods. Price is inclusive of taxes (unless otherwise agreed) and all packaging, delivery charges and other costs, except as specifically described in the Order. The Price shall remain fixed until the delivery and acceptance of all Goods and required documentation and the completion of all related work hereunder in accordance with these Terms, notwithstanding that Pall may extend the Delivery Date or temporarily suspend performance of the obligations under the Order.
- 4.2 Unless otherwise stated in the Order, Pall shall pay the Price within 90 days of the later of (i) date of receipt by Pall of an undisputed invoice and (ii) date of receipt by Pall of the Goods or satisfactory completion of the Goods covered in the Order.
- 4.3 Payment for the Goods shall not constitute acceptance thereof.
- 4.4 No invoice will be accepted for payment and Pall shall have no obligation to make payment, unless it refers to Pall's Order number, is appropriately addressed and provides sufficient detail with respect to all Goods invoiced.

In the event that payment is made before delivery of any or all of the Goods, Seller hereby grants to Pall and Pall shall have, a security interest in the Goods, components and/or raw materials used in, purchased or designated for the manufacture of the Goods or purchased using any money paid by Pall (or its subsidiaries or agents) to Seller (or on Seller's behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon Seller's receipt of such payment. Seller also agrees to execute and file (or, at Pall's discretion, permit Pall or its agents to file), or take such other reasonable actions as Pall deems necessary, in order to evidence such security interest, [including the filing of UCC statements](#), at Seller's cost.

#### 5 Representations, Warranties and Covenants

- 5.1 Seller acknowledges that Pall is at all times relying on Seller's knowledge and skill and on Seller's representations and warranties set forth herein.
- 5.2 Seller hereby represents, warrants, and covenants to Pall that:
  - 5.2.1 The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified in the Order and/or in any applicable agreement, specification or drawing supplied by Pall to Seller or agreed in writing by Pall (collectively, the "**Specifications**").
  - 5.2.2 The Goods shall comply with, and be performed in accordance with, Applicable Laws, and Seller shall at times comply with all Applicable Laws, and governmental requirements.
  - 5.2.3 The Goods supplied shall be new and not used, reconditioned, or refurbished and shall be free from defects (included but not limited to latent defects) in design, material, and workmanship, and must be of satisfactory and merchantable quality, and fit for purpose intended (the "**Purpose**").
  - 5.2.4 Seller shall convey to Pall good title (free and clear from all liens, restrictions, reservations, security interests, encumbrances, claims, and other defects in title) to all Goods.
  - 5.2.5 Any software provided by Seller will be free of, and Seller shall not deliver to Pall any, viruses, trojan horses, worms, time bombs, time locks, hidden files, disabling code, or any other such malicious or illicit code.
  - 5.2.6 The Goods, the process of their manufacture, and the use of the Goods for the Purpose and any purpose for which they are customarily intended will not infringe any applicable domestic or foreign patent claim or other intellectual property rights of a third party.
  - 5.2.7 All documents and information submitted by Seller in support of any costs shall constitute a true, accurate and complete description of the Goods, activities, and transactions to which they pertain.
  - 5.2.8 All samples provided to Pall by Seller shall be free from defects in design, material and workmanship, and no Goods delivered hereunder shall be of a lesser quality or standard than the corresponding samples or previous supplies received by Pall from Seller without Pall's prior written approval.
  - 5.2.9 All work and the Goods performed in connection with or related to the Order shall be performed by appropriately qualified and trained personnel, with due care and

diligence and to the highest standard of quality as is reasonable. Pall reserves the right to require the replacement of any personnel, that do not comply with the foregoing provisions at Seller's cost. If key personnel are identified in an Order, Seller represents and warrants that only such personnel shall perform the services, and there shall be no substitution of such personnel without the consent of Pall.

- 5.2.10** Seller has the right and authority to agree to these Terms and perform all applicable obligations and undertakings under the Order and Seller has not made any agreement with any other party that might conflict in any way with these Terms, or any terms or conditions set forth in the Order.
- 5.2.11** If production of any Goods called for under the Order is to be discontinued or suspended at any time within one year after final delivery of any Goods under the Order, Seller must give Pall at least 180 days prior written notice of the discontinuance or suspension. During the notice period, Seller must accept orders from Pall for the Goods at the price and on the terms of the Order.
- 5.2.12** All expenses and obligations Seller incurs with any third party shall be Seller's obligation and Pall shall not be obligated to make any payment to such third party.
- 5.2.13** Where Seller has the benefit of warranties in relation to components comprised in the Goods, the benefit of such warranties shall be assignable and are hereby assigned to Pall. Pall may assign warranties provided by Seller to Pall's customers and the Seller shall do all things required by Pall to enable such assignment.
- 5.2.14** The representations and warranties contained in these Terms are in addition to and are not to be construed as restricting or limiting any representations, warranties or remedies, express or implied, which are provided under the Order or at law or in equity. Any attempt by Seller to limit, disclaim or restrict any such representations, warranties or remedies of Pall, in any manner whatsoever shall be null, void, and ineffective. Inspection, test, acceptance, or use of the Goods by Pall shall not affect Seller's obligations under this warranty, and shall survive such inspection, test, acceptance, and use.

## **6 Defective Goods and Remedies**

- 6.1** If any Goods are defective or fail to meet the requirements in the Order or the warranties set forth herein during the Warranty Period (as defined below), Pall reserves the right, at Pall's sole discretion, to:
  - 6.2** Require Seller to remedy, at Seller's own risk and expense, any defects that may arise in the Goods and any related work;
  - 6.3** Return the Goods for repair or replacement or require replacement services within a period of time specified by Pall at Seller's cost; or
  - 6.4** Carry out or have a third party of Pall's choice carry out any necessary rectification and then charge Seller's account for such work;
  - 6.5** Retain the nonconforming Goods at an equitable adjustment reducing the Price to reflect the diminished value of such nonconforming Goods; or
  - 6.6** Require that Seller refund the full Price within 30 days of Pall's notice and terminate the Order, or any portion thereof.
- 6.7** **"Warranty Period"** shall mean the longer of: (i) 24 months after the date the Goods are received by Pall; or (ii) 18 months after the date that the Goods have been put into service for their specified use; provided, however, that in the event a defect or non-conformity to the applicable specifications arises within such period but does not become apparent until such period has expired, the term Warranty Period shall mean the period commencing on the date such defect or non-conformity became apparent and ending 12 months thereafter. The Warranty Period in respect of any repaired, replaced, or corrected Goods shall recommence for a further period of 12 months from the date of completion of the repair, replacement or correction of the defect or damage.

## **7 Audit Rights**

- 7.1** As part of its performance of this Order, Seller must maintain all records/documents related to this order during performance and then for at least three (3) years after performance is completed. These records must be maintained accurately and honestly. Pall or its designee may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at Seller's records and facilities, as Pall deems necessary to assure Seller's compliance with

Applicable Law, the Order, and these Terms. As Seller may be supplying Goods in connection with a **USG Contract**, the USG also holds the same inspection and audit rights of Seller's facilities and to ensure compliance as required by this USG Contract.

## 8 Security for Performance

**8.1** If required by Pall, Seller shall provide a parent company guarantee, bond, or guarantee from a bank in a form reasonably satisfactory to Pall for the performance of the Order. If Pall has reasonable grounds to believe that any advance payment(s) from Pall are at risk, Pall may request a full refund of any amounts paid. If a full refund is not received within seven days of Pall's request, Pall may call on the security provided to cover Pall's payment(s).

## 9 Insurance

**9.1** Seller shall maintain, at Seller's own expense and through a carrier with an A.M. Best rating of A- or better, insurance coverage with limits typically purchased by companies of similar size in Seller's industry; provided, however, at a minimum Seller will maintain Commercial General Liability Insurance including Products/Completed Operations and Contractual Liability with minimum limits of \$2,000,000 for bodily injury/property damage for each occurrence, naming Pall as an additional insured and waiving any rights of subrogation against Pall. Seller will provide Pall with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request. The limits and insurance policies/coverages identified in this clause are minimum requirements and shall in no way define or limit the obligation of Seller in the event of loss.

## 10 Indemnity

**10.1** Acceptance of the Order constitutes an agreement by Seller to the fullest extent permitted by law, to indemnify, defend, and hold Pall, its successors and assigns, subsidiaries, affiliates, subcontractors, agents and representatives, and each of Pall's respective officers, directors, employees, successors and assigns (collectively, the "**Pall Parties**") harmless against any and all liability, loss, damage, death, injury (involving any person or property and any action, claim or demand) charge, cost and expense, including reasonable attorneys' fees, internal processing costs, rework and remanufacturing costs, sustained by or incurred by Pall by reason of (i) failure of the Goods, documentation or information provided hereunder or under the Order to conform to the warranties contained herein or in the Order; or (ii) breach by Seller of any of Seller's obligations hereunder or under the Order; or (iii) failure to comply with Applicable Law or other regulatory requirement; or (iv) negligence or willful misconduct by Seller, Seller's employees, representatives or agents; or (v) misappropriation of Personal Data (as defined below); or (vi) improper transportation, delivery, use, handling, storing, and/or distribution of the Goods, or (vii) the use or operation of any Pall Equipment or Government Property (both terms as defined below) while in Seller's care, custody and control. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order. These indemnification obligations shall not apply to the portion of the liability, loss, damage or injury is attributable to the gross negligence, recklessness or willful misconduct of Pall.

**10.2** Seller shall, at Seller's expense, indemnify and defend any suit or proceeding brought against any Pall Parties based on a claim that the Goods or any component part furnished hereunder infringe or misappropriate any domestic or foreign patent (except infringement resulting from strict adherence to Specifications provided to Seller by Pall), trademarks, or other intellectual property rights of a third party and not utilize misappropriated third-party trade secret information. Seller shall pay all damages, fines, settlements, costs and attorneys' fees awarded in any such suit or proceeding and, at Pall's discretion, either: (i) at Seller's expense obtain through negotiation the right for Pall to continue to purchase and/or use the Goods; (ii) rework the Goods so as to make them non-infringing while preserving their original functionality; (iii) replace the Goods with functionally equivalent non-infringing Goods; or (iv) refund Pall the amounts paid hereunder. Pall shall have the right to control the defense and settlement of any claim under this article. No settlement shall be made without Pall's written acceptance.

## 11 Changes

- 11.1** Pall may, by written notice or change order make any changes to the Order, including changes to the quantities originally ordered, the Specifications, drawings, or Delivery Date(s). Seller shall carry out all changes required by Pall without delay. Seller shall promptly advise Pall in writing of the reasonable effect of the change on price and delivery and an equitable adjustment shall be made, to the extent deemed necessary by Pall. Any claim for adjustment must be asserted, and written notice thereof provided by Seller to Pall, within 14 days from the date when the change is ordered (or any such shorter time if required by applicable USG Contract). Any changes which have arisen as a result of an act, omission or default of Seller shall be carried out at Seller's cost.
- 11.2** No variation or qualification of the Order, these Terms or the Specifications shall be valid unless agreed by Pall in writing. Any action on Pall's part in variance with such documents shall not constitute a waiver thereof and Pall shall continue to be entitled to rely upon all Terms contained therein. Pall shall also be entitled to rely on any statement, warranty, or representation made by any of Seller's employees or agents.

## **12 Suspension**

- 12.1** Pall may at any time, by written notice to Seller, suspend further performance of all or any portion of the Order. Upon receiving any such notice of suspension, Seller shall promptly suspend further performance of the Order to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment Seller has on hand for performance of the Order. Seller shall use best efforts to utilize materials, labor, and equipment in such a manner as to mitigate costs associated with suspension. Pall may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Seller specifying the effective date and scope of withdrawal and Seller shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn. If Seller believes that any such suspension or withdrawal of suspension justifies modification of the Order price or time for performance, Seller shall comply with the provisions set forth in this clause and submit a change request no later than 30 calendar days after resumption of performance. In no event shall Seller be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential, or other damages because of such suspension or withdrawal of suspension.

## **13 Termination**

- 13.1** In the event of any default by Seller in the performance of any obligations, including, the failure to deliver any Goods by the required Delivery Date or failure to carry out Pall's reasonable instructions, Pall may, where such default is capable of remedy, give Seller written notice to cure such default within a specified time. If Seller fails to comply with the requirements of the notice, or in Pall's sole opinion Seller's default is incapable of remedy to Pall's satisfaction, Pall shall be entitled to terminate the Order in whole or in part, immediately, by serving notice in writing to Seller to such effect, without prejudice to any other rights under the Order or otherwise, and Pall shall have the right to retain any Goods previously supplied under the Order.
- 13.2** Pall shall be entitled to cancel the Order in whole or in part, with immediate effect, if:
- 13.2.1** Seller is in breach of any representation, warranty, covenant or other term or condition of these Terms or the Order, which breach has not been remedied within 15 days of Pall's written notice to Seller specifying the nature of the breach and requiring its remedy;
- 13.2.2** Seller discontinues business, is adjudged bankrupt, has a receiver appointed in respect of its assets, is wound up, voluntarily or compulsorily, makes a general assignment for the benefit of its creditors or becomes unable to pay its debts as they become due, or ceases, or threatens to cease, to carry on business; or
- 13.2.3** Pall reasonably concludes that any of the events mentioned above is about to occur and notifies Seller accordingly.
- 13.3** Pall may terminate the Order at any time without cause upon written notice. Upon such termination for convenience, Pall shall not incur any further cost or liability to Seller except for Goods delivered pursuant to these Terms or the Order. Upon receipt of such notice, Seller shall cease all performance except to the extent provided in the notice of termination. In such event, Pall shall make payment to Seller (as full and final settlement of all claims which Seller

may have against Pall as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include the repurchase by Pall at the Seller's direct cost and without any markup, of all materials which have been irrevocably purchased by Seller for incorporation in the Goods, except to the extent such materials are damaged or not in their original packaging, can be used for other customers, returned to the Seller thereof or re-sold to a third party. In no event will Pall be required to reimburse Seller for indirect, consequential, incidental, or special damages, including prospective profit or overhead.

- 13.4 Seller acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from any termination.
- 13.5 Termination shall not relieve Seller of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.

#### 14 Force Majeure

- 14.1 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 labor 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 any government; or any other cause beyond Pall's reasonable control (individually as an "**Event**"). 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.
- 14.2 Seller's performance under the Order shall be excused or deemed suspended during the continuation of the Event only upon fulfillment of the following conditions: (1) within three calendar days of the commencement of the Event, Seller shall provide Pall with written notice of the cause and extent thereof.
- 14.3 The Party prevented from performing its obligations as a result of the Event shall mitigate the impact of the Event on all obligations under the Order and resume its performance as soon as possible after the Event ceases.

#### 15 Confidentiality

- 15.1 If Pall discloses or grants Seller access to any research, development, technical, manufacturing, economic, or other business information or know-how of a confidential nature, of Pall, Pall's customers' or other vendors', whether reduced to writing or not ("**Pall Confidential Information**"), Seller will not use or disclose any such information to any other person or company at any time, without the prior written consent of an authorized representative of Pall and at Pall's request, Seller will execute Pall's standard Confidentiality Agreement; or (ii) similarly, if the Order is issued in connection with a USG Contract and the USG has identified information provided in connection with this Order as confidential or protected in any way (USG Confidential Information), such as under FAR 52.204-21(c), Seller shall comply with all applicable laws and regulations related to this USG Confidential Information. Seller shall not disclose to any third party any Pall Confidential Information such specification except to the extent that it is or becomes public knowledge through no fault of Seller; as required by Applicable Law (provided that Seller gives Pall immediate notice of such legal requirement and cooperates with Pall's attempts to acquire a protective order); or for the purpose of fulfilling the Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. Seller shall not use any Pall Confidential Information except to the extent that it is for the purpose of fulfilling the Order.
- 15.2 Pall Confidential Information shall at all times remain Pall's property and shall be returned to Pall on request. Unless otherwise agreed to in writing, Seller shall not be entitled to use such information to develop or apply for any intellectual property rights, whether rights to patents, designs, trade secrets, copyrights, databases, know-how or otherwise, registered, or unregistered, including applications or forms of protection equivalent or similar in effect to any of such rights anywhere in the world.
- 15.3 Seller understands and agrees that the failure to protect Pall Confidential Information and/or USG Confidential Information shall entitle Pall to seek injunctive relief to immediately limit the disclosure of any such Pall Confidential Information or USG Confidential Information. Further, such injunctive relief shall not limit Pall's right to recover from Seller all damages, without

limitation, attributable to Seller's improper disclosure or other breach of these confidentiality provisions, including, but not limited to, Pall's indemnification rights and remedies as set forth in Paragraph 10 of this Agreement.

## 16 Intellectual Property

- 16.1 Any design, specification, drawing, materials, or information supplied by Pall to Seller or produced by Seller for Pall, in connection with the Order, together with the copyright, design rights or any other intellectual property rights therein, shall be Pall's exclusive property. Seller shall not disclose to any third party any such design, specification, drawing, materials, or information except to the extent as required by Applicable Law, provided that Seller give Pall immediate notice of such legal requirement and cooperate with Pall's attempts to acquire a protective order. Seller shall not use any such design, specification, drawing, materials, or information except to the extent that it is for the purpose of fulfilling the Order.
- 16.2 If Pall has commissioned Seller to produce a design, specification, drawing, work product or any other deliverable in the Order, Seller agrees that the commissioned work is a "Work for Hire", and that Pall, as the entity for which the work is prepared, shall own all right, title and interest in and to the work, and any other intellectual property rights that may arise from the work. Seller further agrees that to the extent that the work is not a "Work for Hire", Seller will assign to Pall ownership of all right, title and interest in and to the work, including ownership of the entire copyright or any other intellectual property rights in the work. Seller agrees to execute all papers necessary for Pall to perfect its ownership of the entire copyright or other intellectual property rights in the work.
- 16.3 Seller represents and warrants that Seller's work will be original and will not infringe upon the rights of any third party and will not have been previously assigned, licensed, or otherwise encumbered.
- 16.4 To the extent any intellectual property of Seller is incorporated or contained in, or is necessary for using, a work provided or produced by Seller, Seller hereby grants to Pall a non-exclusive right to use such intellectual property in connection with such work.
- 16.5 If this Order is issued in connection with a USG Contact and that Contract contains provisions involving intellectual property rights and/or responsibilities, Seller agrees to comply with these intellectual property rights and/or responsibilities, including, but not limited to "Rights In Technical Data", Software and Licensing.

## 17 Compliance with Laws

- 17.1 Seller and each of its subcontractors shall abide by Applicable Laws including without limitation those relating to: (i) anti-discrimination laws based on status as protected veterans or individuals with disabilities, or prohibiting discrimination based on race, color, religion, sex, sexual orientation, gender identity or national origin; and (ii) occupational health and safety laws and standards developed by standards-setting organizations; (iii) anti-corruption and anti-bribery laws and regulations, including without limitation the UK Bribery Act, U.S Foreign Corrupt Practices Act, and any local laws or regulations; and (iv) if this Order is issued in support of a USG contract, all applicable laws and regulations that apply to that contract and those in the chain of contracting in support of that USG Contract .
- 17.2 The Seller has not and will not (either directly or indirectly) offer to pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly influence any government official or any other person or third party to gain an improper business advantage and has not accepted, and will not accept in the future, such a payment.
- 17.3 Seller shall take such affirmative actions as may be required to comply with Applicable Laws. Upon request from Pall, Seller agrees to provide written certification on a form reasonably prescribed by Pall that it is compliant with Applicable Laws, including export controls, economic sanctions, or the sanctions laws of any applicable jurisdiction.

## 18 Data Protection

- 18.1 "**Process**" (including "Processing" or "Processed") means any operation or set of operations that is performed upon any Personal Data, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deletion, erasure, or destruction.



- 18.2** When Processing (as defined above) any data obtained by Seller from or on behalf of Pall that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable natural person including Pall employee name(s), emails address(es) and related information as required in accordance with the Order (“**Personal Data**”), Seller shall: (i) only Process Personal Data on Pall’s written instructions; (ii) ensure that all Seller personnel who have access to Personal Data are subject to suitable confidentiality obligations; (iii) implement and maintain technical and organizational measures to prevent a Personal Data breach, and in the event of a Personal Data breach, Seller shall notify Pall within 48 hours and promptly undertake all remediation efforts necessary to rectify the Personal Data breach and prevent its recurrence; (iv) provide all such assistance as Pall may require to meet its obligations under Applicable Law; (v) upon Pall’s request, delete or return all Personal Data; and (vi) not subcontract such Processing without Pall’s prior written consent.
- 18.3** The Processing of Personal Data shall be for the duration of the Order, for the purpose of providing the Goods.
- 18.4** Seller shall not transfer any Personal Data from any jurisdiction to any other jurisdiction without Pall’s prior written consent and, if applicable, shall have in place a transfer agreement or other mechanism appropriate to comply with the requirements that apply to cross-border data transfers and Applicable Law.
- 18.5** Further information on the ways in which Pall processes personal data may be found at the following URL: <https://www.pall.com/en/about-pall/codes-and-policies/pall-corporation-privacy-policy.html>
- 18.6** Seller understands and agrees that any breach of these Data Protection requirements shall entitle Pall to seek injunctive relief to immediately limit the disclosure of any such Pall Confidential Information or USG Confidential Information. Further, such injunctive relief shall not limit Pall’s right to recover from Seller all damages, without limitation, attributable to Seller’s breach of these Data Protection requirements or other breach of these confidentiality provisions, including, but not limited to, Pall’s indemnification rights and remedies as set forth in Paragraph 10 of this Agreement.

## **19 Safety Obligations / EHS&S**

- 19.1** Seller shall comply with all Applicable Law affecting the performance of the Order and good engineering practice, and when appropriate shall comply with Pall’s health and safety requirements as applicable in the jurisdiction where the work is being performed and as specified in the Order.
- 19.2** If the Goods contain hazardous materials or toxic substances Seller shall test, register, certify, transport, package, label, mark, provide the requisite notice and otherwise handle them in accordance with all Applicable Laws.

## **20 Product Environmental Compliance**

- 20.1** Pall is committed to control or limit use of various substances, either in, or in contact with articles and materials used in the manufacture of the products Pall supplies to its end customers and has made public the list of substances of concern in document number E962 (available at the following URL: <https://www.pall.com/content/dam/pall/pall-corp/literature-library/non-gated/E962.pdf>) (“**Document #E962**”).
- 20.2** The Seller undertakes to: (i) read and familiarize itself with the requirements of Document #E962 and to monitor the same for any changes, and immediately advise Pall if any such changes impact the Goods; and (ii) comply with the requirements of Document #E962.
- 20.3** For any Goods comprising electrical or electronic equipment and/or electronic components, the Seller shall ensure that the concentration of the applicable substances shall not exceed the limits given in European Directive number 2011/65/EU (‘RoHS2’) (as implemented and amended).

## **21 Trade Compliance**

- 21.1** Seller specifically represents and warrants to Pall that it is aware that products and technical data supplied by Seller may be subject to multi-jurisdictional Export Control and Sanctions regulations including, but not limited to, the laws/measures of the United Nations, United States (e.g. the Export Administration Regulations administered by the United States

Commerce Department Bureau of Industry and Security, the International Traffic in Arms Regulations, and the regulations and sanctions administered by the United States Treasury Department's Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively "Export Control Laws"), and agrees to comply with all such applicable restrictions regarding exports, re-exports and in country transfers including obtaining any required U.S. or other country licenses, authorizations, and /or approvals prior to supply to Pall. Seller represents and warrants that they shall comply with all such local, national, and other laws and regulations of all jurisdictions globally relating to export controls, sanctions and similar matters which are applicable to Seller's business activities in connection with this Agreement and will take no action that will cause Pall to violate any such laws.

- 21.2** Seller will provide all information required to comply with any applicable import and export laws and regulations, including but not limited to correct import classifications (such as Harmonized Tariff Schedule), correct export classifications (such as Export Control Classification Number or U.S. Munitions List Category or any other relevant jurisdictional classification), and correct Country of Origin (as per WTO Rules of Origin) of all Goods supplied under the Order. Seller must provide to Pall the correct import classification, export classification, and Country of Origin for any Goods Seller will supply to Pall on the form and in the format required by Pall within five working days of Seller's acceptance of the Order. In addition, the relevant information must also appear on the commercial invoice and the packing list.
- 21.3** If applicable, Seller agrees to comply with U.S Customs Security Filing ("ISF") requirements and agree to include the following "ISF data elements" on the invoice:
- (1) Manufacturer name and address
  - (2) Seller name and address
  - (3) Buyer name and address
  - (4) Ship to name and address
  - (5) HTSUS number
  - (6) Country of Origin
- 21.4** For ocean shipments, Seller will provide the invoice to Pall, including the "ISF" data, at least 72 hours prior to Goods being laden on the vessel in the foreign port. Failure to provide such invoice on a timely basis may result in the rejection of the associated Goods. Seller must immediately notify Pall of any change in the import or export classification or country of origin of the Goods.
- 21.5** Seller will provide annually to Pall by December 31 of each year, an accurate and complete United States-Mexico-Canada Agreement (USMCA) Certificate of Origin for those Goods and parts thereof that qualify for USMCA and an accurate and complete Country of Origin affidavit for all Goods and parts thereof. The USMCA Certificate of Origin shall be completed in accordance with regulations published by the U.S. Department of Treasury in 19 C.F.R. Sec. 182 et seq. and any amendments thereto, and in accordance with instructions issued annually to Seller by Pall. In the event that Seller fails to comply with this requirement, Pall will charge back to Seller and Seller will promptly reimburse Pall for all import duties, penalties and taxes paid by Pall as a result of Seller's non-compliance. Pall reserves the right at any time to charge Seller a \$250 non-compliance charge per product part number.

## **22 Tools; Materials / Free Issue Material**

- 22.1** With the exception of and specifically excluding all tools, tooling and materials owned by any government ("**Government Property**"), all special dies, tooling, molds, patterns, jigs, fixtures, and any other property which Pall furnishes to Seller or specifically pays for to be used by Seller in the performance of the Order (collectively "**Pall Equipment**"), shall be: (a) Pall's property and at all times remain Pall's property; (b) subject to removal at any time upon Pall's instruction; (c) used exclusively with respect to the manufacture of Goods hereunder for Pall; (d) held in bailment at Seller's risk and separate from other assets kept at Seller's facility; (e) maintained by Seller at Seller's cost in good repair and working condition; (f) all of Pall's property should be marked with "Property of Pall"; and (g) insured by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost, with Pall named as loss payee.
- 22.2** Where Pall provides free issue material for incorporation into the work, Seller shall use such materials economically, and any surplus shall be accounted to Pall and disposed of in

accordance with Pall's instructions. Waste, loss, or damage to such materials arising from poor workmanship or Seller's failure to maintain such materials in good order or condition shall be made good at Seller's expense, replacements being of equivalent quality and specification and subject to Pall's approval.

- 22.3** When Seller has access to Government Property, including USG property, Seller shall comply with all applicable laws, regulations and/or contract provisions that relate to the use, protection and return of any such Government property.

## **23 Miscellaneous**

- 23.1** Subcontracting: The Order is placed subject to the work being carried out by Seller. Seller may not subcontract the Order or any part thereof without Pall's prior written consent, which consent shall not release Seller from Seller's obligations and liabilities hereunder or under the Order. Any purported assignment, transfer, or subcontract without such written consent shall be void and ineffective.
- 23.2** Assignment: If the Order is assigned without Pall's written approval, in addition to Pall's other rights herein in connection with the termination of the Order by Pall for cause, Seller shall provide, at no cost to Pall, sufficient technical and transition services to Pall to ensure an orderly transition of production from Seller to another supplier of Pall's choice in order to ensure Pall's continuing requirements for Products. Seller agrees to cooperate fully with such other suppliers. Seller shall not commit any act which will interfere with the performance of work by any other supplier. The Parties shall negotiate in good faith and reach a written agreement due from Seller to Pall for such transition services prior to commencement of any transition services.
- 23.3** No Waiver: Pall's failure to insist on Seller's strict performance of the Order or any provision(s) of these Terms or of any other document relating to the Order at any time shall not be construed as a waiver by Pall of performance in the future.
- 23.4** Set-Off: All costs, damages or expenses for which Seller is liable to Pall may be deducted from any monies due or becoming due to Seller or may be recovered from Seller by action at law or otherwise.
- 23.5** Integration: Any preprinted or boilerplate terms and conditions on any documents issued by the Seller, including without limitation, any acknowledgements issued to Pall are hereby deleted and declared null and void. The Order, these Terms, the Specifications, and each agreement(s) signed by Seller and Pall in connection with the Order (including any Non-Disclosure or Confidentiality Agreement) constitute the entire agreement. They may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on Pall unless in writing, signed by Pall's duly authorized representative.
- 23.6** Severability: Should any error, omission, deficiency, ambiguity, or contradiction occur within the various parts of the order documentation or between such documentation and any applicable code, law or statutory regulations, Seller shall not proceed or continue with Seller's obligations affected by the ambiguity until written clarification by Pall has been provided to Seller. All additional costs incurred by either Party as a result of Seller's failure to so notify Pall shall be solely for Seller's account.
- 23.7** Survival: All provisions of these Terms and the Order setting forth representations, Clause 5, Clause 10, Clause 15, Clause 16, all obligations which accrued prior to termination of the Order and Clause 23 shall survive the termination, cancellation, or expiration of the Order.
- 23.8** Third Parties: All provisions of these Terms and the Order are intended for the sole benefit of the Pall and/or Seller and their respective permitted successors and assigns. No other person or party shall have rights or interests herein, direct, or indirect, by reference or otherwise.
- 23.9** USG Contracting: To the extent this Order is issued in support of a USG Contract, Seller shall comply with the federal laws and regulations applicable to that USG Contract. Seller will indemnify and hold Pall harmless from any claim, suit, loss, cost, damage, expense (including attorneys' fees), or liability resulting directly from Seller's failure to comply with any applicable federal laws or regulations, Seller shall not pursue any direct claim or course of action against the U.S. government without Pall's consent and approval. Additionally, even with such consent and approval, any claim must be pursued in conformance with the Contract Disputes Act. Pall holds the exclusive right to determine whether Seller can pursue any such claim or demand against the USG. . If a claim/action is pursued against the USG on Seller's behalf, Seller agrees and understand that its sole and exclusive remedy for any such claim or action shall be limited to any amounts recovered in connection with such claim/action.

- 23.10** Language: Notwithstanding anything to the contrary in Clause 2.4, all documentation provided by Seller (unless expressly agreed to the contrary or required by Applicable Law) in connection with the Order shall be in English.
- 23.11** Governing Law: The Parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to these Terms or the Order. A judgment, order, or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country, or other jurisdiction. Service of process by mail relating to or in connection with any dispute hereunder or under the Order shall be deemed sufficient for all purposes, and Seller hereby waives any claim related to such service based on insufficient service of process or similar claim. Notwithstanding the foregoing, for orders where the end user is the United States Government, Seller shall not pursue any direct claim or direct course of action against the U.S. government without obtaining the prior written consent of the U.S. Government Contracting Officer. Even with such written consent, any claim must be filed exclusively in a U.S. Federal Court and interpreted in accordance with federal law.