

Terms and Conditions of Purchase Germany

1 Acknowledgment and Acceptance

- 1.1 Seller shall accept Pall's purchase order (the "**Order**") within fourteen (14) days of receipt unless otherwise indicated in the Order.
- 1.2 Acceptance of the Order (whether made by written or oral acknowledgement, commencement of work, shipment of the goods, or performance of the services set out in the Order (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 in respect of the Goods to the exclusion of any other terms even if contained in any documents, which purport to provide that Seller's terms shall prevail. They shall also apply to all future business transactions with the Seller. This shall also apply even if the Terms are not expressly agreed upon again. No conduct by Pall shall be deemed to constitute acceptance of any other deviating, conflicting and/or supplementary terms or conditions of Seller unless Pall expressly consents to their validity in writing. Pall expressly objects to and excludes any additional or different terms in any quotation, order acknowledgment or other document of Seller.

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 Seller agrees that it will immediately notify Pall of any delays in its ability to meet the Delivery Date once the Delivery Delay becomes evident. This does not affect the Seller's obligation to comply with the Delivery Date. If the Delivery Date is endangered or delayed for any reason, Seller shall, at its sole expense and without prejudice to any other right or remedy Pall may have, deliver the Goods by the most expeditious shipping method available. Seller's customary or planned shutdowns, holidays or closures shall have no impact on the Delivery Date.
- 2.4 The Goods shall be free of defects. The acceptance or approval of submitted prototypes or samples does not represent a waiver of Pall's warranty claims. In case of the delivery of a defective product, Pall is entitled to subsequent performance (*Nacherfüllung*) at Pall's option either by removal of the defect (*Nachbesserung*) or by delivery of an object which is free from defects (*Nachlieferung*). If the Seller fails to meet this obligation within a reasonable period set by Pall twice or if setting a period is unreasonable, Pall may reduce the purchase price set forth in the Order ("**Price**"), rescind from the Order and/or claim damages according to the statutory provisions. The warranty period is three (3) years from the passing of the risk, except if: (a) the claim is in relation to a building or item usually used for a building causing the defect, for which the warranty period is five (5) years; and/or (b) the defect concerns a right in rem or other right set out in the land register, for which the warranty period is thirty (30) years. The provisions of sec. 478 BGB regarding the recourse Pall may take towards the Seller (*Rückgriff des Unternehmers*) remain unaffected.
- 2.5 If Seller fails to fulfil the Order or does not fulfil the obligations of the Order within the agreed delivery time, the statutory provisions apply. In case of delayed delivery for which Seller is responsible (*Vertretenmüssen*), notwithstanding any further rights or damage claims Pall may have, Pall will be entitled to claim liquidated damages from Seller in the amount of 0.5% of the net price of the delayed Goods for each completed calendar week, with a maximum of 5% of the net price of the delayed Goods. Seller has the right to show that Pall incurred no damages or that they were lower than set out above.
- 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 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 Law(s)**").
- 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, Pall can claim warranty rights.
- 2.10 If agreed between Pall and the Seller, Seller shall keep the Goods or any part thereof, at the Seller's facility after the Delivery Date.
- 2.11 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.
- 2.12 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.

3 Inspection

- 3.1 All Goods are subject to Pall's or its designee's inspection within a reasonable period of time after delivery. The inspection and notification obligations (*Untersuchungs- und Rügepflichten*) according to sec. 377 and 381 of the German Commercial Code (*Handelsgesetzbuch*, HGB) are, in any event (*jedenfalls*), considered fulfilled in due time if Seller was notified within five (5) calendar days from receipt of the Goods or performance of the services for obvious defects. This applies to non-obvious defects accordingly, provided that timeliness of the notification depends on the time of the identification of the defect.
- 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, the Parties shall agree that Seller performs 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 30 days of the later of: (a) date of receipt by Pall of a proper invoice; and (b) date of receipt by Pall of the Goods.
- 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.

- 4.5 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 vest and/or evidence such security interest 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 warrants (*gewährleistet*) 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 which shall not be unreasonably withheld.
- 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 and Pall can agree on further deliveries of the Goods at the price and on the terms of the Order. 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.

5.2.12 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.

6 Defective Goods and Remedies

- 6.1** If any Goods are defective or fail to meet the requirements in the Order or these Terms (including the warranties set forth herein) during the Warranty Period (as defined below), Pall reserves the right, at Pall's sole discretion, to subsequent performance by the Seller at Pall's option either by repair or replacement with non-defective Goods.
- 6.2** If the Seller fails to meet this obligation twice within a reasonable period of time set by Pall or if subsequent performance is unreasonable (*unzumutbar*), Pall may reduce the purchase price, rescind the Order and/or claim damages in accordance with the applicable statutory provisions.
- 6.3** **"Warranty Period"** shall mean 36 months after the date the Goods are received by Pall.

7 Audit Rights

- 7.1** Pall or a professionally qualified independent auditor may, during regular business hours and upon reasonable notice, perform such inspections and/or audit at Seller's facilities, as Pall deems necessary to assure Seller's compliance with Applicable Law, the Order, and these Terms. Seller may refuse access to information that are trade secrets.

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 withdraw from the agreement, and 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, insurance coverage with limits typically purchased by companies of similar size in Seller's industry in Germany. Seller will provide Pall with a certificate of insurance evidencing such coverage and will promptly furnish copies of endorsements and/or policies upon request.

10 Liability

- 10.1** Seller is liable according to statutory law.
- 10.2** Pall's liability is limited as set out below:
- 10.2.1** Pall is fully liable for damages caused with willful intent and gross negligence.
- 10.2.2** If Pall breaches a contractual obligation in a slightly negligent manner, which is essential for the purpose of the transaction, and if Seller relies on its fulfillment (*Kardinalpflichten*), Pall is only liable for foreseeable damage that typically occurs in these kinds of contractual relationships. With respect to any other damage resulting from slight negligence, Pall' liability is excluded.
- 10.2.3** The foregoing limitations of liability or exclusions do not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee, claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*) and to claims arising from personal injuries or death.
- 10.2.4** To the extent that Pall' liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

11 Changes

- 11.1** In the event that Pall has a justified interest, Pall may, by written notice or change order make changes to the quantities originally ordered, provided that such request is reasonable for Seller and takes into account the interests of both parties. Seller shall carry out all changes required by Pall without delay. Seller shall within a reasonable time period 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. Any changes which have arisen as a result of an act, omission or default of Seller shall be carried out at Seller's cost.

12 Termination

- 12.1** 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.
- 12.2** Pall shall be entitled to terminate the Order in whole or in part, with immediate effect, if:
- 12.2.1** 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;
- 12.2.2** 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;
- 12.2.3** if the Seller's financial situation deteriorates significantly or if its deterioration becomes apparent and is threatening the fulfilment of the Seller's obligations from the Order;
- or
- 12.2.4** Pall reasonably concludes that any of the events mentioned above is about to occur and notifies Seller accordingly.
- 12.3** Pall may terminate the Order at any time without cause upon written notice. Upon receipt of such notice, Seller shall cease all performance except to the extent provided in the notice of termination. In such event, Seller is entitled to request the full purchase price minus: (a) any savings due to the termination; (b) any payments received due to making use of Seller's resources freed-up due to the termination; and/or (c) and payments that Seller could have received, but fraudulently decided not to, by making use of Seller's resources freed-up due to the termination. Seller acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from any termination.
- 12.4** 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.

13 Confidentiality

- 13.1** If Pall discloses or grants Seller access to any information related to Pall, Pall's customers' or other vendors', in particular research, development, technical, manufacturing, economic, information or know-how of a confidential nature, whether reduced to writing or not ("**Pall Confidential Information**"), Seller will not use any such information 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. Seller shall not disclose to any third party any Pall Confidential Information except to the extent that it is or becomes public knowledge or generally available 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.
- 13.2** 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.

14 Intellectual Property

- 14.1 Any material and information supplied by Pall to Seller, in connection with the Order, in particular know-how, design, specification, drawing, sketches, records, documents, pictures, files, samples and prototypes, together with the copyright, design rights or any other intellectual property rights therein ("**Pall Material**"), shall be Pall's exclusive property. Seller shall not disclose to any third-party Pall Material 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 Pall Material except to the extent necessary for the purpose of fulfilling the Order.
- 14.2 Any intellectual property rights which have been conceived, invented, reduced to practice, developed or made in connection with the Order commissioned by Pall, whether obtained by the Parties individually or jointly and irrespective of the form they are contained in ("**Work Results**"), shall be and remain the exclusive property of Pall. Seller hereby assigns to Pall (and Pall accepts such assignment) all of its rights, titles and interests, including all intellectual property rights as far as legally possible, in and to the Work Results as they come into effect.
- 14.3 If assignment and transfer of such rights in and to the Work Results is not permissible under applicable law, then Seller shall grant Pall a perpetual, irrevocable, transferable, worldwide, exclusive, sub-licensable and unlimited right and license to use the Work Results, documentation and other materials developed by the Seller in all types of use (whether known or unknown). Seller shall ensure that the moral rights of the creators of the intellectual property rights shall be limited to the extent legally possible.
- 14.4 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.
- 14.5 To the extent any intellectual property of Seller is incorporated or contained in, or is necessary for using, the Work Results, Seller hereby grants to Pall a perpetual, irrevocable, transferable, worldwide, non-exclusive, sub-licensable and unlimited right to use such intellectual property to have full use and enjoyment of the Work Results.

15 Compliance with Laws

- 15.1 Seller will comply, and will procure that each of its subcontractors will comply, with all Applicable Laws including without limitation those relating to: (a) anti-discrimination 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; (b) occupational health and safety, including any standards developed by standards-setting organizations; (c) anti-corruption and anti-bribery; and (d) government procurement.
- 15.2 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.
- 15.3 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.

16 Data Protection

- 16.1 In these Terms, "**Data Protection Laws**" means all applicable laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in Germany, and references to "**Controller**", "**Personal Data**", "**Processor**" and "**processing**" have the meaning set out in and shall be interpreted in accordance with such Applicable Laws (and "**process**" shall be construed accordingly).
- 16.2 The parties agree that they shall each act as a sole, independent Controller in respect of the processing of any Personal Data arising out of or in connection with these Terms ("**Controller Data**") and shall each comply with their respective obligations under the Data Protection Laws.

- 16.3 Seller shall not transfer any Controller Data from the EU to any other jurisdiction without Pall's prior written consent and, if applicable, shall have in place a transfer agreement or other mechanism of providing appropriate safeguards for each transfer as necessary to comply with the requirements that apply to cross-border data transfers under the Data Protection Laws.
- 16.4 Seller shall not process Controller Data as a Processor acting for and/or on behalf of Pall without Pall's prior written approval to do so. Any such instruction will be conditional upon the Seller taking all steps necessary to comply with the Data Protection Laws with regard to such processing, including but not limited to entering into a data processing agreement with Pall, which is compliant with the Data Protection Laws.

17 Safety Obligations / EHS&S

- 17.1 Seller shall comply with: (a) all Applicable Law affecting the performance of the Order; (b) good engineering practice; and (c) Pall's health and safety requirements as applicable in the jurisdiction where the work is being performed and as specified in the Order.
- 17.2 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.

18 Product Environmental Compliance

- 18.1 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**").
- 18.2 Seller undertakes to: (a) 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 (b) comply with the requirements of Document #E962.
- 18.3 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).

19 Trade Compliance

- 19.1 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 these Terms or any Order and will take no action that will cause Pall to violate any such laws. In the event that Seller is a German entity, with regard to sanctions measures, these obligations shall apply only for sanctions measures against states against which economic sanctions measures have been decided by: (a) the Security Council of the United Nations in accordance with Chapter VII of the Charter of the United Nations; (b) the Council of the European Union within the framework of Chapter 2 of the Treaty on European Union; or (c) the Federal Republic of Germany.
- 19.2 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.

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: (i) manufacturer name and address; (ii) Seller name and address; (iii) buyer name and address; (iv) ship to name and address; (v) HTSUS number; and (vi) country of origin.

- 19.3** 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.

20 Tools; Materials / Free Issue Material

- 20.1** 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 to the extent that Seller has no right to withhold Pall Equipment; (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) 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.

- 20.2** 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 and subject to Seller's fault (*Vertretenmüssen*) shall be made good at Seller's expense, replacements being of equivalent quality and specification and subject to Pall's approval.

21 Miscellaneous

- 21.1** 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, such consent not to be unreasonably withheld by Pall, which consent shall not release Seller from Seller's obligations and liabilities hereunder or under the Order.

- 21.2** 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.

- 21.3** 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.

- 21.4** 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.

- 21.5** 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.

- 21.6** Survival: All provisions of these Terms and the Order setting forth representations, clauses 5, 10, 15, 16 and 23, and all obligations which accrued prior to termination of the Order shall survive the termination or expiration of the Order.

- 21.7 Third Parties:** All provisions of these Terms and the Order are intended for the sole benefit of 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.
- 21.8 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.
- 21.9 Governing Law and Jurisdiction:** The Order and all legal relations between Pall and Seller are governed by the law of the Federal Republic of Germany, with the exclusion of the UN Sales Convention (CISG). The exclusive place of jurisdiction for all disputes arising from and in connection with the Order is Frankfurt am Main, Germany. In addition, Pall may choose to take legal action at Seller's place of business.