

**Western Hemisphere
Standard Terms and Conditions of Sale - Systems**

1. **Acceptance:** The Seller agrees to sell and the Buyer agrees to buy the totality of Seller's deliverable items and associated infrastructure and applications and all specified interfaces, if any (collectively, "System") and such purchase and sale and Seller's acceptance of Buyer's purchase order for Systems and any part thereof is subject to and limited to Seller's express terms and conditions of sale contained herein (including the Schedule of Commercial Terms, if one is attached hereto (the "Schedule")) and in any quotation, proposal, order acknowledgment form or similar document delivered by Seller to Buyer (the "Seller Acknowledgement Form") and any terms incorporated herein or therein by reference (collectively, "Seller's Terms and Conditions of Sale"). Any additional or different terms or any attempt by Buyer to vary in any degree any of Seller's Terms and Conditions of Sale are hereby objected to and shall be deemed material and not binding on Seller.

2. **Buyer and Seller Responsibilities:** The Buyer shall be responsible for correctly specifying and advising the Seller of its requirements for the System, including, where applicable, design specifications, and is responsible for any discrepancies, errors or omissions in drawings, documentation or other information supplied in writing by it, if any, or between such documents and any of the other documents forming part of this order. The Buyer agrees that the design specifications and requirements described in the Scope of Works in Item 4 of the Schedule (if one is attached) or otherwise in Buyer's documents delivered to Seller correctly represent the Buyer's requirements for the System as advised to the Seller, and acknowledges that the Seller's supply of the System will be based on such design specification and requirements.

It is the Buyer's sole responsibility to ensure that its premises are safe and suitable for the installation and operation of the System or performance of any associated services. When requested and appropriate, and at the Buyer's cost, the Seller shall, prior to delivery of any part of the System inspect the relevant premises to confirm that the premises are suitable for the installation and operation of any part of the System and, if Seller performs such inspection and determines that any aspect of any inspected premises is not suitable for the installation and operation of that part of the System, the Seller shall provide the Buyer with such information in writing and such assistance as may be necessary to enable the Buyer at its own cost to prepare the premises so that they are suitable for the installation and operation of the System.

The Buyer shall allow the authorized personnel of the Seller access to its premises during normal working hours for the purpose of performing its obligations under this order.

The Seller shall take reasonable care to ensure that, in the delivery and, if applicable, installation of the System, that the Seller does not interfere with the operations of the Buyer or its employees or any other contractor working on the premises.

If Seller is performing installation, oversight or commissioning services and, in the reasonable opinion of the Seller, it is necessary to remove or disconnect any existing equipment of the Buyer in order to install or commission the System, the Seller shall give the Buyer reasonable prior notice of such requirements and the Buyer shall provide the Seller, at Buyer's cost, with such assistance as is reasonably necessary to facilitate such removal or disconnection.

Standard terms of sale include two sets of operating instructions in Seller's standard electronic format. If additional sets or alternative formats are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

3. **Delivery & Title:** Seller reserves the right to make partial deliveries and to ship Systems (or parts thereof) as they become available, in advance of the quoted delivery date. If the System is to be delivered in installments, then insofar as parts of the System are subject to the same purchase order, the order will be treated as a single contract and not severable. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages due to delays.

Unless otherwise mutually agreed to in writing signed by both Seller and Buyer:

- i. Delivery from Seller's factory, or sub-contracted fabricator, or designated shipment point (collectively, "Seller's Shipment Point") to Buyer's specified destination shall be FCA (Free Carrier) Incoterms 2000 Seller's Shipment Point. Title and risk of loss pass at the point when the System or parts thereof are loaded on the conveyance (i.e., Common Carrier, Licensed Trucker or Rail Car) at the Seller Shipment Point (provided that Seller shall retain a security interest over such Systems or part thereof (and shall be entitled to require Buyer to deliver the Systems and/or part thereof to Seller or its designee and, if Buyer fails to do so, to enter the premises of Buyer or any third party where the Systems and/or part thereof are stored and repossess the Systems and/or part thereof) until payment in respect of the Systems or part thereof, as the case may be, is received by Seller, its sub-contracted fabricator or designated shipment point) and Buyer has the obligation to insure once title passes.
 - ii. Unless otherwise directed by Buyer, Seller will, at Buyer's risk and expense, arrange for the delivery of the System or parts thereof to Buyer's site/facility. Buyer will pay, or reimburse Seller for all freight charges, taxes, duties, entry fees, brokers fees, special, miscellaneous and all other ancillary charges and special packaging charges.
4. **Prices:** The price for the System and/or parts and/or installation, oversight or commissioning services thereof shall be Seller's quoted price. Except as may be specifically provided in Seller's quotation or proposal or the Schedule (if one is attached), all prices are subject to change without notice. Pall may also at any time assess a fuel or energy surcharge (in addition to the price of each Product).
5. **Taxes:** All prices are exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and the Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.
6. **Payment:**
- i. Payment shall be made by Buyer in U.S. Dollars net thirty (30) days after invoice date, unless Purchase Order provides for installment payments. Installment payments will be made per the following schedule

- a. 20% upon earlier of (i) Seller being awarded project or (ii) delivery to Seller of the purchase order or (iii) Seller acknowledgment of the purchase order
 - b. 30% of contract value upon first submittal of drawings by Seller for approval.
 - c. 40% of contract value upon earlier of (i) date of shipment by Seller of the System (or components thereof if the order is for parts only) or (ii) date of Seller's notice that the System (or components thereof if the order is for parts only) is ready for shipment by Seller.
 - d. 10% of contract value upon the earlier of (i) first usable effluent being produced by the System, or (ii) 30 days from shipment of the System.
- ii. A monthly interest charge at the rate of one and one half percent or the maximum legal rate allowed by applicable law, whichever is lower, will be assessed on all past due payments calculated from the date of shipment.
 - iii. Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
 - iv. All sales are subject to the approval of Seller's credit department.
 - v. Buyer may not setoff or try to setoff any amounts that may be claimed by Buyer against any amounts that are owed to Seller.

7. **Warranty, Limitation of Liability and Remedies:**

- i. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SYSTEMS (OR PARTS THEREOF), NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
- ii. For a period of twelve months from the date of delivery by Seller (the "Warranty Period"), Seller warrants that Systems manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design condition, will comply with Seller's specifications for such System set forth in the Schedule (if one is attached), or provided by Seller to Buyer, or, in the absence of such specifications, such specifications as have been provided by Buyer to Seller and accepted in writing by Seller and included in the Seller Acknowledgment Form, at the time of the order.
- iii. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for Systems (or parts thereof), which fail to meet the above warranty during the Warranty Period, up to the price received by Seller for such Systems (or parts thereof). Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the System (or part thereof) claimed not to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the System, and prepay all freight charges to return any System (or party thereof) to Seller's factory, or other facility designed by Seller. All claims must be accompanied by full particulars, including System operating conditions, if applicable.
- iv. If Seller shall perform any installation, oversight or commissioning services, such services shall be performed in a workmanlike manner, in accordance with applicable law and industry standards by qualified personnel; this warranty shall survive for thirty (30) days from the date the installation is completed. In the event of a warranty claim under this paragraph, Buyer shall inform Seller in writing of the details of the claim within thirty (30)

days of the completion of installation, oversight or commissioning services by Seller and Buyer's sole option and relief shall be for Seller, at Seller's discretion, to repeat the service at its own expense or refund the installation fee paid by Buyer, if any. If Seller determines that any warranty claim is not, in fact, covered by the foregoing service warranty contained in this paragraph, Buyer shall pay Seller its then customary charges for all services performed by Seller.

- v. In no event shall Seller be liable for any System (or parts thereof) altered or installed by someone other than Seller or for a System (or parts thereof) subjected to misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or negligence in use, storage, transportation or handling.
 - vi. In no event will Seller be liable for any damages, incidental, special, consequential, indirect, punitive or otherwise, including loss of profit, remanufacturing cost, rework cost, de-installation or re-installation cost, whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, installation, misuse or non-use of any of its Systems or parts thereof or their use or resale by Buyer or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any costs, damages or expenses in excess of the price paid to Seller with respect to the System (or parts thereof) sold to Buyer under this Order.
 - vii. In no event shall Buyer be entitled to claim under this or other warranty if Buyer is in breach of its obligations, including payment, hereunder.
8. **Cancellation:** Buyer may not cancel its order after Seller's acceptance unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.
 9. **System Returns:** Systems or parts thereof may not be returned for any reason without prior written authorization and shipping instructions from Seller. Systems (or parts thereof) shipped without Seller's authorization shall be returned at Buyer's expense. Credit for any returned Systems or parts thereof is at the discretion of Seller after receipt and inspection of the Systems or parts thereof.
 10. **Claims:** Unless and then only to the extent that an acceptance test regime is provided for in the Scope of Works included in the Schedule (if one is attached), all claims for incorrect Systems or parts thereof must be made in writing within ten days after receipt of applicable part.
 11. **Variations:** Seller shall not implement any variations in the scope of work described in Seller's documentation unless Buyer and Seller agree in writing to the details of the variation and any resulting price, schedule or other contractual modifications. This includes any variations necessitated by a change in applicable law occurring after the effective date of any purchase order including these Terms and Conditions of Sale.
 12. **Patent or Trademark Infringement:** Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent or trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a System or part thereof according to Buyer's specifications or instructions, or from Buyer's unauthorized use of Seller's System or part thereof or from any changes or alterations to Seller's System or part thereof made by persons other than Seller.
 13. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or

disclosed by Seller, and all related intellectual property rights, shall at all times remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the System purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the System and/or parts thereof, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the System and/or parts thereof, (ii) disassemble, decompile or otherwise reverse engineer or analyze the System and/or parts thereof, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the System and/or parts thereof, (vi) assist or ask others to do any of the foregoing.

14. **Export:** As a condition to Seller's delivery to Buyer of the System and/or parts thereof, Buyer agrees, with respect to the exportation or resale of the System, and/or parts thereof by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other National, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities.
15. **Entire Agreement:** Seller's Terms and Conditions of Sale and the Confidentiality Agreement, if any, are the entire agreement of the parties and they may not be modified except in writing signed by a duly authorized representative or officer of Seller.
16. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in Seller's quotation or proposal. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of its Seller Acknowledgment Form.
17. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information of "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
18. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
19. **Force Majeure:** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
20. **Validity:** If any provision of these Seller's Terms and Conditions of Sale is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

21. **Governing Law:** These Seller's Terms and Conditions and the parties' agreement for sale of Systems and/or parts thereof and/or services relating thereto shall be governed by the laws of the State of New York, without regard to conflict of laws principles therein and the parties agree to 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 and Conditions and the purchase and supply of the Systems and/or parts thereof or services relating thereto. A judgment, order or decision of those courts in respect of any such claim or dispute may be recognized and enforced by any courts of any state, country or other jurisdiction.

22. **Survival:** All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those Sections the survival of which is necessary for the interpretation or enforcement of these terms and conditions, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

PALL WH 1007

Schedule of Commercial Terms

Item 1 Parties

Seller	Details
Name	
Tax ID Number	
Address	
Contact Name	
Telephone	
Fax	
E-mail	

Buyer	Details
Name	
Tax ID Number	
Address	
Contact Name	
Telephone	
Fax	
E-mail	

Item 2 Commencement Date

Commencement Date	Details

Item 3 Termination Date

Termination Date	Details

Item 4 Scope of Works

Scope of Works	<p>Insert [[You may refer to section numbers of another document] General /detailed description of Scope of Works Pall is to provide If applicable, quantities to be produced or delivered Any options Buyer may have in terms of quantities to be produced/delivered</p>
Design Specifications & Requirements	<p>Insert [[You may refer to section numbers of another document] Design specifications / requirements/ ratings/conditions for scope of works Systems the Pall system will have to interface /integrate with and the interface specifications/technicalities that the Pall System will need to meet</p>
Buyer Obligations	<p>Insert [[You may refer to section numbers of another document] Any obligations that the Buyer has to satisfy in order for Pall to do its job, for example -give access to premises -give access to other Systems -give access to personnel</p>
Milestones	<p>Insert [[You may refer to section numbers of another document] Any milestones to be achieved Estimated dates for completion of milestones Mechanism to vary dates for completion of milestones Mechanism to cover any increased costs resulting from date variations</p>
Production Schedule/ Delivery / Shipping Schedule	<p>Insert [You may refer to section numbers of another document] Production/delivery/shipping schedule including any installments mechanism to vary dates for production /delivery and shipping Mechanism to cover any increased costs resulting from production, delivery and shipping date variations Terms of any options Buyer may have in terms of Production / delivery / shipping</p>
Acceptance Testing	<p>Insert [You may refer to section numbers of another document] Any acceptance testing parameters including -when testing is to occur -what criteria is to be met at testing and tolerances permitted Consequences if failure to pass acceptance test Results if Pass acceptance testing</p>
Supply/ Installation Obligations	<p>Insert [You may refer to section numbers of another document]</p>

	Whether Seller or Buyer is to do installation If Seller is doing installation, any special or particular obligations to be met
Exclusions	Insert [You may refer to section numbers of another document] List of items not included in Scope of Works or that Buyer has to procure separately