

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

1. **Acceptance:** Seller's acceptance of Buyer's order is limited to Seller's express terms and conditions of sale contained herein and on the face of any order acknowledgment form delivered by Seller to Buyer (the "Seller's Acknowledgment Form") and any terms incorporated herein or therein by reference ("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. **Delivery:**
 - 2.1 Seller reserves the right to make partial deliveries and to ship products as they become available. 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.
 - 2.2 Unless otherwise mutually agreed to in writing signed by both Seller and Buyer, delivery from Seller's factory or designated shipment point to a destination inside or outside of the U.S. and Puerto Rico shall be FCA (Free Carrier) INCOTERMS 2000. Title passes at the point when the goods leave Seller's factory or designated shipment point (Seller retains and Buyer hereby grants to Seller a security interest in goods shipped by Seller to Buyer hereunder until payment in respect of the goods is received by Seller) and Buyer has the obligation to insure once title passes.
 - 2.3 Buyer will pay, or reimburse Seller for all freight, taxes, duty and entry fees, special and miscellaneous charges and special packaging charges.
3. **Prices:** Except as may be specifically provided in Seller's quotation, 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).
4. **Taxes:** All prices are exclusive of any applicable U.S.A. federal, state or local sales, use, excise or other similar taxes. 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 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.
5. **Services:** Seller will provide such services as are expressly described in its quotation (or other document executed by Seller) during normal business hours, unless otherwise specified in the quotation (or other document executed by Seller). Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the quotation (or other document executed by Seller).

6. **Payment:**

- 6.1 Payment for U.S. and Puerto Rico billing shall be made by Buyer in U.S. Dollars net thirty (30) days after the later of date of invoice and date of shipment from Seller's factory or designated shipment point. Payment for foreign billing shall be in accordance with Seller's written instructions.
- 6.2 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.
- 6.3 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.
- 6.4 All sales are subject to the approval of Seller's credit department.

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

- 7.1. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
- 7.2 For a period of twelve months from the date of delivery by Seller (the "Warranty Period"), Seller warrants that products manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will meet Seller's specifications for such products appearing in its product catalogues and literature or in any other Seller product quotations. Seller's liability under any product warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for products which fail to meet Seller's specifications for such products during the Warranty Period.
- 7.3 Seller further warrants that all services will be performed in a workmanlike manner and that seller will use suitably qualified personnel (this warranty shall survive for 90 days following seller's completion of the services). Seller's liability under any service warranty is limited (in Seller's discretion) to repeating the service that during the foregoing 90-day period does not meet this warranty or issuing credit for the nonconforming portion of the service.
- 7.4 If seller determines that any warranty claim is not, in fact, covered by the foregoing warranties, Buyer shall pay Seller its then customary charges for any additionally required service or products. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the product or service claimed to fail to meet the above warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any products to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
- 7.5 In no event shall Seller be liable for any product altered outside of Seller's factory by someone other than Seller or for a product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer.

- 7.6 In no event will Seller be liable for any damages, incidental, special, consequential or otherwise, including loss of profit, remanufacturing costs and rework costs, and lost Buyer product costs (other than price of Seller product and Seller service) 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, misuse or non-use or resale of any of its products or services or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any losses or damages in excess of the price paid to Seller with respect to the products and services sold to Buyer hereunder which are claimed to fail to meet above warranties.
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. **Product Returns:** Products may not be returned for any reason without prior written authorization and shipping instructions from Seller. Products shipped without Seller's authorization shall be returned at Buyer's expense. Credit for any returned products is at the discretion of Seller after receipt and inspection of the products and may be subject to a restocking charge.
10. **Claims:** All claims for incorrect products or amounts thereof must be made in writing within ten days after receipt of the product.
11. **Patent or Trademark Infringement and Product Liability:** Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any products sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of a product according to Buyer's specifications, or from Buyer's unauthorized use of Seller's product or from any changes or alterations to Seller's products made by persons other than Seller or improper uses of Seller's product or from the manufacture or sale or use of Buyer products which incorporate or integrate Seller's products.
12. **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 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 product 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 products, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the products, (ii) disassemble, decompile or otherwise reverse engineer or analyze the products, (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 products, and/or (vi) assist or ask others to do any of the foregoing.
13. **Export:** As a condition to Seller's delivery to Buyer of the products and/or parts thereof, Buyer agrees, with respect to the exportation or resale of the product, 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.

14. **Entire Agreement:** Seller's Terms and Conditions of Sales 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.
15. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. 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 the Seller Acknowledgment Form and shall be subject to these terms and conditions.
16. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "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 ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.
17. **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.
18. **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.
19. **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, the validity of the other provisions of these conditions and the remainder of the provision shall not be affected.
20. **Governing Law:** This Purchase Order shall be governed by the laws of the State of New York, regardless of conflict of laws principles, and the Parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of any New York State court or federal court of the United States sitting in the County of Nassau, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Purchase Order and the purchase and supply of the Products and/or parts thereof relating thereto. 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.
21. **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.

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