

GENERAL TERMS AND CONDITIONS

1. General

Pall's General Terms and Conditions apply to all offers, sales and manufacture of our goods. Pall's General Terms and Conditions take precedence over all other terms and conditions, unless Pall expressly acknowledges in writing as being bound by other terms and conditions. Pall is not required to make a special objection to other terms and conditions. Additional oral agreements and sub-sequent changes to the contract will only be deemed valid if they are confirmed by Pall in writing.

This agreement as well as all later amendments, novations and/or addenda shall be governed by and construed solely in accordance with Austrian laws with the exception of Austrian laws on conflict on laws and with the further exception of the United Nations Convention on the International Sales of Goods. Any and all disputes arising out of or in connection with this agreement, including disputes on the valid conclusion of this agreement, shall be exclusively decided by the courts competent for the first district of the city of Vienna, Austria.

2. Warranty

Pall and its associated manufacturing works only process flaw-less materials and make every effort that manufacture is performed without error. Pall can give no guarantee for the nature of the material or manufacture, unless subsequent agreements are made otherwise. Defects that can be attributed to the use of faulty materials or improper work on the part of the manufacturer shall be repaired or rectified by Pall free of charge in the manufacturer's works if these defects are reported in writing and removal of the defects is demanded within a period of 3 months from the day of delivery. Removal of the defects will only be considered if an assessment undertaken by Pall determines that the defects are due to faults in the materials or improper work on the part of the manufacturer. Such a decision will be dependent upon whether a part will be renewed or repaired according to Pall's technical guidelines. No claim for rescission, reduction of price or compensation can be made unless Pall is unable to rectify the defect. Costs caused by normal wear and tear are not covered by the warranty. Pall will no longer be held liable if corrective works or repair works to the defective article have been

undertaken by another party before assessment of the defects by Pall.

Further liability for damages as a result of negligent acts is excluded. Insofar as such a liability for damages exists, it is limited to the damage foreseeable at the time when the contract was concluded.

Pall will only be held liable for warranted characteristics of a purchased article if these warranted characteristics have been confirmed in writing by Pall and Pall has given a guarantee for the presence of the warranted characteristics.

3. Delivery

Pall will adhere to stated or agreed delivery times where possible. Stated or agreed delivery times are non-binding.

Where delivery times, including those that have been contractually agreed, have not been adhered to due to negligence, a claim for compensation against Pall cannot be derived. Any liability for damages resulting from other causes is limited to the damage foreseeable at the time when the contract was concluded.

The delivery times shall begin when all contractual parties have definitively approved the drawings and/or samples, insofar as design drawings and/or the manufacture of samples are necessary for the orders to be carried out, otherwise delivery time shall be determined by Pall in the order confirmation. Unless a different agreement has been made, delivery will be CPT according to Incoterms 2020.

4. Withdrawal or cancellation

Notwithstanding anything herein to the contrary, these terms may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon prior written notice to Pall, and Pall's written acknowledgment of the notice; and (ii) upon terms satisfactory to Pall. Such satisfactory terms will include the contractual partner's obligation to pay to Pall all fees, charges and/or costs that Pall assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production

costs and recovery of cost, each where incurred, plus a contractual penalty for loss of reasonable profit amounting to 10 % of the original purchase price in the event of the contractual partner's termination without cause.

Pall is entitled to withdraw from this contract if its contractual partner does not fulfil its financial obligations, if bankruptcy or settlement proceedings are initiated against the contractual partner or items delivered to the contracting partner belonging to Pall are seized or otherwise claimed by a third party. Pall is to be notified immediately by the contracting partner of attachments of items conditionally delivered. If the latter fails in its duty to give notice, it shall be obliged to compensate for the damage that Pall incurs.

5. Reservation of proprietary rights

Items manufactured, sold and delivered by Pall shall remain the property of Pall until full payment of the purchase price has been made. Pall's contractual partner is entitled to sell the supplied goods on to a third party, either processed or unprocessed. Insofar as this causes Pall's property to become lost, the new item or the claim of Pall's contractual partner towards its customer shall take the place of the goods delivered by Pall. Pall's contracting partner hereby assigns in advance a future claim against its customer to Pall who is entitled to assert this claim in its own name.

6. Prices

All prices stated are strictly net, i.e. without Value Added Tax, or freight costs. The prices - even if provided in the of price lists - are valid for 30 days and thereafter require written confirmation by Pall. Prices quoted in orders are only binding if they have been confirmed by Pall in writing.

7. Payment conditions

Payment of invoices raised by Pall shall be made within 30 days of the date of invoice. A cash discount is not permitted. Bills of exchange will only be accepted by special arrangement and only on account of payment, not, however, in lieu of performance; all collection and discount charges will be invoiced. Further negotiation and prolongation do not constitute performance. For all payments made later than 30 days after the invoice date, Pall is entitled to invoice the interest which it has actually incurred but at a rate of at least 2% above the applicable discount rate of the Austrian National Bank; a special demand for overdue payment is not required. There is no right to retain any monies claimed by Pall.

8. Storage and liability

Precise shipping instructions from the contracting partner shall be included with the order. If Pall is not in receipt of these instructions by the time the goods have been manufactured, the goods will be invoiced and stored at Pall or at a manufacturer's works at the customer's risk. Pall will accept no liability for any material damage to these goods stored at Pall or at a manufacturer's works. The customer shall pay Pall for storage costs for finished goods which are kept in the storage or production areas at Pall for longer than one month. Unless otherwise agreed, the storage costs shall be based on the usual general rates in the storage sector. The customer shall pay Pall for the actual costs which arise from storage at a manufacturer's works.

9. Force Majeure

Under no circumstances shall Pall have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labour shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Pall's reasonable control. 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. The risk of Force Majeure as defined in this section 9. will be fully borne by Pall's contractual partner.

10. Validity

Should individual provisions of these terms and conditions become invalid, this will not cause the remaining terms and conditions to lose their validity; these will remain valid in their entirety.