

ARTICLE 1 – SCOPE

The present general Conditions of Purchase define the terms of purchase of applicable Goods and Services between our Company and its suppliers, sellers, service providers or subcontractors as appropriate (hereinafter “Supplier”).

The present General Conditions of Purchase are entirely applicable as soon as the Order is accepted under the terms defined in Article 2.1 hereinafter, as the sole contractual terms applicable between the Supplier and our Company, the Supplier giving up its own general conditions of sale.

The present General Conditions of Purchase may be changed only with the prior written agreement of our Company and the Supplier.

All orders of our Company are exclusively governed by the present General Conditions of Purchase and any particular conditions (hereinafter “PC”) mentioned in the Order as well as (as the case may be) all other contractual documents (hereinafter designed “OCD”) defined in the PC.

If there is any contradiction between those different documents, the priority order will be as follow:

1. PC
2. General Conditions of Purchase, and
3. OCD

PC, General Conditions of Purchase and OCD constitute the entire agreement between our Company and the Supplier and prevail over all other prior document, express or implied, written or oral.

ARTICLES 2 – ORDERS

The term “Order” means all order(s) placed by the Company.

2.1 – ACKNOWLEDGEMENT AND ACCEPTANCE

The Supplier shall acknowledge receipt of our Order and any variation within two business days.

Acceptance of our Order (whether made by written or oral acknowledgement or shipment of the Goods or performance of the Services subject to and specified in our Order, or any part thereof) constitutes acceptance by the Supplier of these General Conditions of Purchase. Any delivery made or work started by the Supplier pursuant to our Orders shall constitute acceptance of our Order.

The Supplier acknowledges that except as specifically provided within the Order, the rates and prices therein are sufficient to cover its obligations, whether expressed or implied under the Order. When the work or any part of it is to be performed anywhere other than the Supplier’s premises, it shall be deemed to have satisfied itself as to all local conditions and other factors as may affect the performance of the work.

ARTICLE 2.2 – SPECIFICATIONS

Our Company is at all times relying on the Supplier’s knowledge and skill. To that extent, it warrants that the quantity, quality and description of the Goods and the Services shall, subject as provided in these General Conditions of Purchase, be as specified in our Order and/or in any applicable Specification supplied by us to it (i.e: PC and/or OCD) or agreed in writing by us. The Goods and Services shall comply with all relevant legislation and any applicable French or European standards.

The Goods supplied shall be new and shall not have been used previously.

The Supplier shall clearly list any exceptions or deviations to requirements to the Specification and all other documents and standards and each deviation shall be serially numbered. The deviations must be supported by strong justification. In the absence of a separate exceptions list, the documents shall be considered accepted by the Supplier.

Any Specification supplied by our Company to the Supplier, specifically produced by the Supplier for our Company, in connection with our Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of our Company. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of its own, or as required for the purpose of our Order.

These warranties shall survive acceptance of these terms and are in addition to any warranties of additional scope given to our Company by the Supplier. No implied warranties are excluded.

ARTICLE 2.3 – PRICES

Prices exclusive of VAT but inclusive of all packaging as stated on our Order shall remain fixed until the delivery and acceptance of all Goods and completion of all the Services, which are the subject of our Order in accordance with these General Conditions of Purchase.

No invoice will be accepted or processed for payment unless it refers to the Order number, is appropriately addressed and provides sufficient detail with respect to each item invoiced.

In the event that payment is made before delivery of any or all of the Goods or the Services the Supplier hereby grants to our Company, and our company shall have, a security interest in the Goods, components and/or raw materials used in or purchased or designated for the manufacture of the

Goods or purchased using any money paid by our Company (or its subsidiaries or agents) to the Supplier (or on the Supplier’s behalf), which security interest shall attach to the Goods, components and such raw materials immediately upon the Supplier’s receipt of such payment. The Supplier also agrees to execute and file (or, at our discretion, permit our Company or our Company’s agents to file), or take such other reasonable actions as we deem necessary, in order to evidence such security interest, at the Supplier’s cost.

The making of payment shall not be deemed to constitute acceptance thereof.

ARTICLE 2.4 – PAYMENT

Unless otherwise stated in the Order, our Company shall pay the price of the Goods and the Services, within sixty days starting from the date the Invoice is issued.

No invoice will be accepted for payment unless it refers to our Company order number and our company has received the Advice Note in respect of each item invoiced.

Each invoice will be established by the Supplier and sent by email to the following address within 10 business days after the Goods are delivered :

For Pall Exekia S.A.S.: compta_fournisseurs_exekia@pall.com

For Pall France S.A.S : compta-fournisseurs@pall.com

A monthly statement of account shall be sent to our Company not later than the fifth business day of the month following the delivery of any Goods.

The Supplier reserves the right to charge interest on any overdue amounts from the due date to the date of payment. The rate of these penalties is at least equal to three times the rate of the French legal interest.

All costs, damages or expenses for which the Supplier is liable to our Company may be deducted from any amounts due or becoming due to the Supplier, or may be recovered from the Supplier by action at law or otherwise, except for the penalties or discounts deriving from the non respect of a delivery date, or/and deriving from the non-conformity of products, when the debt is not certain, liquid and due. Meanwhile, payments due by our Company to the Supplier shall be suspended for an amount equal to such sum due to our Company from Supplier, until such time as the dispute is resolved.

ARTICLE 2.5 – SECURITY FOR PERFORMANCE, DEPOSITS AND STAGE PAYMENTS

If required by our Company, the Supplier shall provide a parent company guarantee, bond or guarantee from a bank for the due performance of the Order. If our Company has reasonable grounds to believe that any advance payment(s) from our company are at risk, our Company may request a full refund of any amounts paid. If a full refund is not received within seven business days of our request, we may call on the parent company or banker’s guarantee to cover our payment(s).

The Supplier shall arrange for an original copy of the banker’s guarantee to be sent to our Company before we send it any payments, which are to be supported, by a guarantee.

ARTICLE 2.6 – SECURITY STOCK

In order to guarantee our Company a certain security and avoid all cessation of deliveries, the Supplier agrees and commits itself to maintain a security stock in its factory premises and in conformity with the terms listed in the PC and/or OCD.

Our Company reserves the right to audit at any time the security stock in the Supplier’s factory premises or other facilities. The audit will be undertaken by an employee or any agent of our Company, who will be designated for this purpose.

ARTICLE 3 – DOCUMENTS

All documentation provided by the Supplier (unless expressly agreed to the contrary) in connection with this Order shall be in the French language.

ARTICLE 4 – RISK AND PROPERTY

Risk of damage to or loss of the Goods shall pass to our Company when the Goods have been delivered and unloaded.

Where payment for the Goods is made prior to delivery the title in the Goods shall pass to our Company once payment has been made and the Goods have been appropriated or allocated to our Company .

ARTICLE 5 – DELIVERY AND IDENTIFICATION OF GOODS AND PERFORMANCE OF SERVICES

Goods and Services shall not be despatched or performed prior to receipt by the Supplier of our Company’s written Order.

The Goods shall be delivered (and all work associated therewith shall be completed) and the Services shall be performed by the date(s) specified in our Order or as otherwise agreed by our Company in a written document signed by our Company, such as the PC or OCD.

Time shall be of the essence of the Supplier's obligations hereunder. If the Supplier fails to begin performing the work upon receipt of the Order, or it appears to our Company that the Supplier may not be able to complete the work by the required date, or the Supplier fails to do so, our Company may terminate the Order or any part thereof in accordance with the provisions of Clause 13 hereof.

Without prejudice to any other remedy, if the deliveries are not made or the Services are not performed on the due date(s), or without certificates, identification or documentation in full compliance with our requirements, our Company shall be entitled to recover from the Supplier, by way of damages and not as a penalty (either directly or by deduction from any amounts due or which become due to the Supplier) a sum equivalent to 1% of the Price for each week's delay up to a maximum of 10% of the Price (or such other percentage and /or period as may be specified in the Order, CP and/or OCD).

Goods delivered in excess of the amount called for in the Order may be refused and returned to the Supplier at the Supplier's expense.

To the extent that they do not conflict with the terms and conditions of this order, Incoterms latest edition shall apply to the Order.

Each package or case shall be clearly marked with the Supplier Company's name and order number and our Company order reference. Where required in accordance with the relevant EC directive, Goods shall be stamped with the EC mark on the product, the documentation and the packaging.

The Supplier 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 our written permission.

All Goods shall be suitably packed to withstand normal freight handling and to withstand periods of storage and if the Goods or any parts of them are damaged due to faulty or inadequate packing the damaged Goods or part of them shall be repaired or replaced at the Supplier expense whether or not delivery has been accepted.

Delivery shall not be deemed complete until all Goods and all other related deliverables (including manuals and other documentation) and Services have been actually received and accepted by our Company, notwithstanding any prior payment or agreement by our Company to pay transportation charges.

ARTICLE 6 – INSPECTION

Our Company may, at all reasonable times and upon reasonable notice, perform such inspections and/or audit at the Supplier facilities, as our Company deems necessary to assure ourselves of the Supplier's compliance with applicable laws and regulations, our Order and these terms and conditions.

If as a result of inspection or testing, our Company is not satisfied that the Goods or the Services comply in all respects with our Order, we have the right to reject any work which is considered to be defective or inferior in quality of materials, workmanship, processing or design and not in accordance with our Specification, the Supplier shall take such steps as are necessary to ensure compliance. Any work so rejected shall immediately be replaced or corrected at the Supplier's expense. The Supplier shall resubmit the re-performed work for inspection or testing at our sole judgement.

ARTICLE 7 – QUALITY OF PERFORMANCE

The Goods or any sample or Services shall be of satisfactory quality and fit for any purpose our Company specifies in the Order or by implication made known that our Company requires at the time the Order is placed and which is also of a standard not less than that of previous supplies (if any) approved by our Company.

The conformity and quality of the Goods and Services provided constitute a hard core condition to the agreement.

The Goods shall be free from defects in design, material and workmanship. Services shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. We reserve the right to require the replacement of any personnel or tools that do not comply with the foregoing provisions at your cost.

All processing shall be in accordance with our Company orders, and is subject to our Company approval. It is agreed no payment will be made in respect of processing which we subsequently reject.

The conformity of the products and Services, also includes quantity ordered, which could imply the application of the terms of the article 5.

ARTICLE 8 – STATUTORY AND SAFETY OBLIGATIONS

The Supplier shall comply with all relevant statutes, laws, regulations, and by-laws and EC Directives affecting the performance of the order (including but not limited to the Control of Substances Hazardous to Health Regulations (COSHH) and the VIENNA Convention of the 11th April 1980 on International Selling of Goods excepted articles 38 and 39, and the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) latest edition) and good engineering practice, and when appropriate shall comply with our safety regulations.

The Supplier shall provide our Company in writing with such information as is necessary, relating to any such materials supplied and /or used and its design

testing and use relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.

All equipment, fittings, and accessories which may not have been specifically mentioned but which are necessary for the efficient working of the items to be supplied shall be deemed to have been included in the price. All such items shall be complete whether such details are mentioned in the Order or not.

A current safety data sheet shall be supplied with each delivery.

ARTICLE 9 – ORIGIN OF RAW MATERIAL

The Supplier shall supply at its own expense, certificates of analysis, tests, and certificates of origin as are required by our Company in connection with the Goods or Services, or required by law. Such information shall be delivered no later than the work to which they relate and shall be addressed for the attention of the Purchasing Department.

Invoices will not be passed for payment unless they are supplied as requested. Strict compliance with the foregoing will facilitate prompt settlement of account.

ARTICLE 10 – WARRANTIES OF THE SUPPLIER

The Supplier acknowledges that our Company is at all times relying on the Supplier's knowledge and skill and on its representations and warranties set forth herein.

"Warranty Period" shall mean the period commencing on the later of (i) the date the Goods are received or the Services are performed, by our Company and ending 2 years thereafter; (ii) or commencing on the date on which the Goods have been put into service for their specified use or the Services performed and ending 2 years thereafter; 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.

In addition, the Supplier shall guarantee all remedial work carried out during the Warranty Period for an additional 12 months following completion thereof.

ARTICLE 10.1 – WARRANTIES OF GOODS

The Supplier hereby represents and warrants to our Company that:

1. The quantity, quality and description of the Goods and all components, raw materials and related work shall be as specified herein, in our Order and/or in any applicable agreement, specification or drawing supplied by us to the Supplier or agreed in writing by us (the "Specifications"), or as described in the PC and/or OCD.
2. The Goods shall comply with and be performed in accordance with all applicable laws, regulations and industry standards, including as to environmental matters and good engineering practices, and when work is performed at our site, our safety regulations.
3. The Goods shall be new and shall not have been used previously and shall be free from defects in design, material and workmanship, merchantable, fit for any purpose our Company specifies in the Order or by implication make known to the Supplier at the time the Order is placed (the "Purpose").
4. The Supplier shall convey to our Company good title (free and clear from all liens, encumbrances, claims, and other defects in title) to all Goods delivered to us.
5. 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 patent claim or other intellectual property rights of a third party.
6. All documents including invoices, and all information submitted by the Supplier in support of any costs shall constitute a true, accurate and complete description of the Goods, activities and transactions to which they pertain.
7. All samples provided to our Company by the Supplier 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 our Company from the Supplier without our prior written approval. The acceptance by our company of samples shall not discharge the Supplier of its warranty and shall not be construed or viewed as the acceptance of the Goods delivered.
8. All work and Services performed in connection with or related to our Order and/or the Goods shall be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable and all equipment and tools provided will at all times be maintained in first class condition by the Supplier. Our Company reserves the right to require the replacement of any personnel, tools or equipment that do not comply with the foregoing provisions at the Supplier's cost.

Where the Supplier has the benefit of warranties in relation to components comprised in the Goods, the benefit of such warranties shall be assignable and hereby assigned to our Company. Our Company may assign warranties provided by our Company to our customers.

All warranties set forth herein shall survive acceptance of the Goods provided hereunder or termination of the Order and are in addition to any warranties of additional scope given to our Company by the Supplier. No implied warranties are excluded.

Without prejudice to other rights or remedies contained herein, our Company may at any time terminate the Order(s) and seek damages from Supplier where appropriate. Furthermore, our Company reserves the right to manufacture or seek the performance of the obligations hereunder by a third party which would otherwise be performed by the Supplier under the warranty in such cases where the Supplier has been unable to resolve a problem or breach in a reasonable period of time. In such cases, Company reserves the right to charge Supplier for all costs, both direct and indirect, in connection therewith.

ARTICLE 10.2 – WARRANTIES OF SERVICES

The Supplier, as a professional, warrants to our Company that the Services executed i) conform to the Order, ii) exempt from any apparent defect, whether or not hidden.

The acceptance by our Company of the Services provided by the Supplier shall not discharge the Supplier of its responsibility for all non-apparent defects, and whatever the time this defect is discovered.

Without prejudice to our Company's ability or right to terminate the Order(s) and seek damages, in the event that the Supplier does not solve the problem(s) within a reasonable period of time, our Company reserves the right to provide itself or to seek provision of the Services from a third party and recharge the cost thereof to Supplier.

ARTICLE 11 – INDEMNITY/INSURANCE

Acceptance of this Order constitutes an agreement by the Supplier to indemnify our Company and our Company's successors and assigns in respect of, and if our Company requires, to defend it and its successors and assigns against, all liability, loss, damage, injury (involving any person or property and any action, claim or demand) and charge, cost and expense, including but not limited to, reasonable attorneys' fees, internal processing costs, rework and remanufacturing costs, sustained by or incurred by our Company by reason of failure of the Goods or the Services to conform to the warranties contained herein or in our Order or breach by the Supplier of any of its obligations hereunder or negligence or wilful misconduct by it, its employees, representatives or agents. Such indemnity shall be in addition to any other remedies afforded by law, contract or equity and shall survive termination of the Order.

The Supplier shall also, at its expense, defend any suit or proceeding brought against our Company, our Company's successors and assigns, based on a claim that the Goods or any component part furnished hereunder, or the Services, infringe any French, European or foreign patent or other intellectual property rights of a third party. The Supplier shall pay all damages, costs and attorneys' fees awarded in any such suit or proceeding and, at our discretion, either:

1. at our Company's expense, obtain through negotiation the right for us to continue to purchase and/or use the Goods or the Services;
2. rework the Goods so as to make them non-infringing while preserving their original functionality;
3. replace the Goods with non-infringing Goods with functionally equivalent to the infringing goods;
4. refund our Company the amounts paid hereunder if the Goods are not replaceable, or the Services are badly performed;

The Supplier shall maintain, at its 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 the Supplier industry; provided, however, at a minimum the Supplier 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, meaning any Pall European entity which made the Order, as an additional insured and waiving any rights of subrogation against Pall France S.A.S. or any Pall European entity which made an order.

The Supplier recognizes and agrees that any clause seeking to limit its liability is not acceptable to our Company.

The Supplier will provide our Company 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/coverage identified in this section are minimum requirements, and shall in no way define or limit the obligation of the Supplier in the event of loss.

ARTICLE 12 – DEFECTIVE GOODS OR SERVICES

Without prejudice of the right for our Company to terminate the Order(s) and ask for remedies and damages, the Supplier shall grant to our Company, in tandem with any legal warranties, a contractual warranty.

Regarding this contractual warranty, and if Goods or Services are defective or fail to meet the requirements of our Company Order we reserve the right to either:

1. Require the Supplier to remedy at its own expense any defects that may arise in the work related thereto. The Supplier shall guarantee for

a further 12 months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, the Supplier's liability does not cease because our Company has not been able to give notice of the defect.

2. Return the Goods for repair or replacement or require replacement Services within the timescale specified by our Company at the Supplier cost; or
3. Carry out any necessary rectification and then charge the Supplier's account for such work; or
4. Require that the Supplier refunds the full Purchase Price within 30 days of our Company notice and terminate the Order;
5. Refund to our Company all direct and indirect costs supported by us and deriving from the defects of Goods, including those linked to an eventual campaign of calling-back, spontaneous or provoked, or also imposed by public authorities,
6. Compensate to our Company for all consequences, direct or indirect, which are deriving from the Supplier's responsibility, and regarding bodily injury, material and/or immaterial damages, consecutive and/or non consecutive suffered by third parties, to our Company and to our successors.
7. Terminate this Agreement.

The Supplier commits itself to (i) send within 24 hours of the revelation of the defect at the latest, a report, and (ii) to implement with our Company a "quality wall" in order to avoid perturbations in the production (for example: replacement of Goods,).

ARTICLE 13 – TERMINATION

ARTICLE 13.1 – TERMINATION FOR DEFAULT OR INSOLVENCY

In the event of any default by the Supplier in the performance of any obligations, including without limitation the attainment of delivery or failing to carry out our reasonable instructions, our Company may, where such default is capable of remedy give the Supplier written notice to rectify such default in a specified time. If the Supplier fail to comply with the requirements of the notice, or in our sole opinion the Supplier's default is incapable of remedy to our Company's satisfaction, our Company shall be entitled to terminate the Order in whole or in part, immediately serving notice in writing to the Supplier to such effect, without prejudice to any other rights under the Order or otherwise, and shall have the right to retain any Goods previously supplied under the Order.

Our Company shall be entitled to terminate our order if:

1. The Supplier becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction). In this case, insolvency law and regulations shall apply; or
2. An encumbrance takes possession, or a receiver is appointed, of any of your property or assets; or
3. You cease, or threaten to cease, to carry on business; or
4. Our Company reasonably believes or anticipates that any of the events mentioned above are about to occur and notifies the Supplier accordingly.

Our Company's rights and remedies are in addition to and without prejudice to other rights and remedies under the Order including our right to allow the Supplier to continue the work and recover from it the loss or damage suffered by us in respect of your defective or delayed performance.

ARTICLE 13.2 – TERMINATION FOR OUR CONVENIENCE

Termination shall not relieve either Party of liability with respect to any breach or with respect to rights and obligations based upon any matter which occurred prior to termination.

All termination shall be preceded by three months' notice. This notice shall be respected by both Parties and under no circumstances will our Company or Supplier seek to avoid it, except if the Supplier has committed such negligence and fault that it is impossible for PALL to pursue the contract.

Our Company shall be entitled, within the period of the said three months' notice, to terminate the Order in whole or in part, by serving notice on the Supplier. The Supplier shall cease all performance except to the extent provided in the notice of termination. In such event, our Company shall make payment to the Supplier (as full and final settlement of all claims which the Supplier may have against our Company as a result of termination) for all work satisfactorily performed up to the date of termination. This shall include all materials, which have been procured properly by you for incorporation in the work.

The Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

ARTICLE 14 – TOOLS

All special dies, tooling, moulds, patterns, jigs, fixtures, and any other property which our Company furnishes to the Supplier or specifically pays for, for use in the performance of this Order, shall be and remain our property, shall be subject to removal upon our instruction, shall be for our Company's exclusive use, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at its expense while in its custody or control in

an amount equal to the replacement cost, with loss payable by it. The Supplier shall indemnify our Company against all liability, loss, damage and cost, sustained by us arising from a claim by the Supplier's employees, agents or consultants for bodily injury or death in connection with the operation of such equipment while in its care, custody and control.

On the contrary, the Supplier shall not oppose our Company its own reserve property clause, or the one deriving from a subcontractor. The Supplier commits itself to take responsibility for all claims and actions which could be brought by any third parties against it and obtain, if necessary, the breaking of such a clause.

ARTICLE 15 – FREE ISSUE MATERIALS

Where our Company provides free issue material for incorporation into the work, our Company shall use such materials economically, and any surplus shall be accounted for to us and disposed of in accordance with our instructions. Waste, loss or damage to such materials arising from poor workmanship or the Supplier's failure to maintain such materials in good order or condition shall be made good at the Supplier's expense, replacements being of equivalent quality and specification and subject to our Company approval.

ARTICLE 16 – INTELLECTUAL PROPERTY RIGHTS

Any specification supplied by our Company to the Supplier or specifically produced by the Supplier for our Company, in connection with our Order, together with the copyright, design rights or any other intellectual property rights therein, shall be our Company's exclusive property. The Supplier shall not disclose to any third party any such specification except to the extent that it is or becomes public knowledge through no fault of its own; or as required by law, provided that the Supplier gives our Company immediate notice of such legal requirement and cooperates fully with our attempts to acquire a protective order; or for the purpose of fulfilling our Order, to the extent that the third party is under an obligation of confidentiality no less stringent than as stated herein. The Supplier shall not use any such specification except to the extent that it is necessary for the purpose of fulfilling our Order.

If our Company has commissioned the Supplier to produce a design or specification or drawing in our Order, the Supplier agrees that the commissioned work is a "Work for Hire", and that our Company, 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. The Supplier further agrees that to the extent that the work is not a "Work for Hire", it will assign to our Company 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. The Supplier agrees to execute all papers necessary for our Company to perfect its ownership of the entire copyright or other intellectual property rights in the work.

All copyright or other intellectual property rights in the work the Supplier produces (other than design rights under article 16, paragraph 1) shall be assigned to our Company and the Supplier undertakes to execute all documents and take all steps necessary to secure to our Company all rights assigned by this clause.

The Supplier represents and warrants that its 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.

ARTICLE 17 – CONFIDENTIAL INFORMATION

If our Company discloses or grants to the Supplier access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, the Supplier will not use or disclose any such information to any other person or company at any time, without our prior written consent and at our request, the Supplier will execute our standard confidentiality agreement.

All of our customers' or other vendors' research, development, technical, manufacturing, economic, or other business information or know-how of a confidential nature shall at all times remain ours, our customers' or other vendors' property as the case may be. Unless otherwise agreed to in writing, the Supplier 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.

ARTICLE 18 – VARIATION

Our Company 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). The Supplier shall perform all variations to the work required by our Company without delay. The Supplier shall promptly advise our Company 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 our Company. Any claim for adjustment must be asserted, and written notice thereof provided by the Supplier to our Company, within 30 days from the date when the change is ordered.

No variation or qualification of these Conditions of Purchase shall be valid unless agreed by our Company in writing. Any action on our part in variance

with these terms and conditions shall not be a waiver of them and our Company shall continue to be entitled to rely upon all the terms and conditions. Our Company shall be entitled to rely on any statement, warranty, or representation made by any of the Supplier's employees or agents.

The Supplier shall carry out variations which are required, and which have arisen as a result of an act or omission or default of the Supplier, at its own cost.

ARTICLE 19 – 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 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 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.

ARTICLE 20 – SUB-CONTRACTING

Our Company Order is placed subject to the work being carried out by the Supplier and no assignment, sub-contracting or transfer is permissible without specific prior arrangement with our Company in writing. No assignment or subcontract (even with our consent) shall relieve the Supplier of any obligations under the Order. Any purported assignment, transfer, or subcontract without such written consent shall be void and ineffective.

ARTICLE 21 – CLAIMS

All costs, damages or expenses for which the Supplier is liable to our Company may be deducted from amounts due or becoming due to you, or may be recovered from the Supplier by action at law or otherwise.

ARTICLE 22 – WAIVER

Our Company's failure to insist on the Supplier's strict performance of the Order or any provision(s) of these terms and conditions at any time shall not be construed as a waiver by us of performance in the future.

ARTICLE 23 – ENTIRETY

All provisions of these terms and conditions and the Order setting forth representations, warranties, indemnification obligations, confidentiality, non-solicitation and non-competition obligations by either Party, all obligations which accrued prior to termination of the Order and the general (miscellaneous) provisions herein shall survive the termination, cancellation or expiration of the Order.

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, the Supplier shall immediately and in writing, bring the same to our attention, and shall not proceed or continue with its obligations affected by the ambiguity until written clarification by our Company has been provided to the Supplier. Any and all additional costs incurred by either Party as a result of the Supplier failing to so notify us shall be solely for the Supplier account.

ARTICLE 24 – SECURITY – LEGAL DOCUMENTS

In case the Supplier shall realize its work in one of our facilities or of our Clients' premises, the Supplier commits itself to respect (i) the rules applicable in its facilities as well as, (ii) the regulations enforceable, notably those concerning hygiene and safety and labour law, and employment relative to the work realized in premises by a third party, and (iii) the terms of the United Nation Convention on the rights of children (1989.11.20), that prohibits the work of children under the age of 15.

The respect by the Supplier of these rules constitutes a hard core condition. The Supplier shall assume all costs and fees of compensation for our company, for all consequences (included lawyers fees)

In case of work to be done by the Supplier in any premises owned by our company, the Supplier commits itself to respect the dispositions of Decree 92-158 (20 February 1992) relative to work undertaken in the premises of a third party.

The Supplier shall give to our Company the documents listed in article D.8222-5 of the labour law code.

ARTICLE 25 – FRENCH LAW AND JURISDICTION

The construction, validity and performance of this Order shall be governed by French law and the Supplier agrees to submit all claims, disputes and any queries relating to the interpretation, application and enforcement of these General Conditions of Purchase to the exclusive jurisdiction of the VERSAILLES Commercial Court.