PALL CORPORATION

Terms and Conditions of Sale
Brazil

1. Applicable Terms

1.1 These terms and conditions of sale ("**Terms**") govern the sale of the goods, equipment and services by Pall to Buyer (collectively, "**Goods**"), which may be referred to in Pall's quotation, proposal, order acknowledgement, confirmation of sale or similar document delivered by Pall to Buyer, as the case may be ("**Sales Documentation**"). By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "**Order**"), Pall rejects all additional or different terms in any of Buyer's Order, forms or documents, including Buyer's general terms and conditions of purchase. Any and all terms and conditions proposed by Buyer which are different from or in addition to the Terms are deemed material alterations and shall not become part of any purchase order or be binding upon Pall.

1.2 The Terms, Sales Documentation and Orders (collectively, this "**Agreement**") comprise the entire agreement between Pall and Buyer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1.3 All quotations by Pall are subject to change or withdrawal without prior notice to the Buyer, unless expressly stated otherwise in the quotation. Quotations are subject to Pall's approval of the Buyer's credit. The Agreement shall become effective only upon written acceptance of the Order by Pall.

1.4 In the event of any conflict between these Terms and Sales Documentation, except as otherwise explicitly agreed in writing by Buyer and Pall, Sales Documentation should prevail.

2. Delivery

2.1 The Goods will be delivered within a reasonable time after the acceptance of the Buyer's Order, subject to availability of finished Goods. The delivery and/or shipment date of Buyer's Order is a reasonable estimate based on conditions existing at the time of Pall's quotation or acceptance of the Buyer's Order, receipt by Pall of all specifications, as applicable, and in the case of non-standard items, to the timely receipt by Pall from Buyer of all information necessary for design and manufacture. Except as set out in Clause 2.8, Pall shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.

2.2 Unless otherwise mutually agreed to in writing by the parties, delivery shall be CPT (Pall's Shipment Point) INCOTERMS 2020. At Buyer's request, Pall will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Pall, for all freight charges, taxes, tariffs, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

2.3 Pall may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer, including in advance of the quoted or confirmed delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Unless otherwise agreed, where Pall has made partial shipments of Goods, Pall shall be entitled to invoice Buyer for that portion of Goods.

a) Default in respect of any partial shipment shall not entitle the Buyer to terminate the Agreement in its entirety, return Products already delivered and accepted, or withhold payment for prior shipments. The Buyer's rights arising from an undelivered shipment shall be limited to that specific shipment, without extending to the other obligations under the Agreement

2.4 Pall shall make the Goods available to Buyer at Pall's factory or designated shipment point ("**Pall's Shipment Point**") using Pall's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Pall's written notice that the Goods have been delivered to Pall's Shipment Point.

2.5 If for any reason Buyer:

a) fails to accept delivery of any of the Goods on the date fixed pursuant to Pall's notice that the Goods have been delivered at Pall's Shipment Point in accordance with the applicable INCOTERMS 2020, or if Pall is unable to deliver the Goods at Pall's Shipment Point on such

date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Pall, at its option, may store the Goods until Buyer collects them, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or

b) (in cases where the Parties have agreed that Buyer collects the Goods (EXW)), fails to collect the Goods within 7 calendar days of the date fixed pursuant to Pall's notice that the Goods have been made available for collection, Pall, at its option, may: (i) at Buyer's cost, ship the Goods to the relevant address held by Pall; or (ii) where no address is held, store the Goods until Buyer collects them, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage fees and insurance).

2.6 The quantity of any installment of Goods as recorded by Pall on dispatch from Pall's Shipment Point is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

2.7 Pall shall not be liable for any non-delivery of Goods (even if caused by Pall's negligence) unless Buyer gives written notice to Pall of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.

2.8 Any liability as reasonably determined by Pall for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

2.9 Quality and regulatory documentation for the Goods delivered are applicable at time of production and delivery.

2.10 Where applicable, Pall shall perform any services as may be required in connection with the delivery of the Goods during normal business hours, unless otherwise specified in the Sales Documentation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Pall's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Documentation.

3. Buyer and Pall Responsibilities

3.1 Buyer shall be solely responsible for correctly specifying and advising Pall of its requirements for the Goods, including but not limited to design specifications (where applicable). Buyer is responsible for any discrepancies, errors or omissions in drawings, documentation or other documents and information supplied by it.

3.2 If Pall is performing installation, oversight or commissioning services:

(a) it is Buyer's sole responsibility to ensure that its premises are safe and suitable for the installation and operation of the Goods or performance of any associated services. When requested, Pall may at Buyer's cost and prior to delivery of the Goods, inspect the premises. If Pall determines that any aspect of the premises is not suitable for the installation and operation of the Goods or performance of any associated services, Pall shall provide Buyer with such information and assistance as may be necessary to enable Buyer, at its cost, to adequately prepare the premises; and

(b) if in Pall's reasonable opinion, it is necessary to remove or disconnect any of Buyer's existing equipment in order to install or commission the Goods, Pall shall notify Buyer of such requirements and Buyer shall take the necessary actions to provide Pall, at Buyer's cost, with such assistance as is reasonably necessary to facilitate such removal or disconnection. Buyer agrees to provide Pall with an extension of time to complete the installation, oversight or commissioning services proportionate to the time to remove or disconnect Buyer's existing equipment.

3.3 If Buyer fails to adequately prepare the premises or remove or disconnect equipment as directed by Pall pursuant to Clause 3.2(b), Pall may (at Buyer's cost) suspend its performance of the Agreement by up to 30 days. If after 30 days, the premises is still not suitable for performance (in Pall's reasonable opinion) Pall may terminate this Agreement and Buyer shall pay to Pall, Pall's predetermined standard fee schedule and other all fees, charges and/or costs according to Clause 13.2.

3.4 Buyer shall allow Pall's authorized personnel access to its premises during normal working hours for the purpose of performing its obligations under this Agreement.

4. Price

4.1 The price of the Goods shall be Pall's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Pall's price list current at the date of acceptance

of the Order ("**Price**"). Except as may be specifically provided in Pall's quotation, all prices are subject to change without notice. Pall may also at any time charge a: (i) fuel, energy or tariff surcharge; or (ii) handling fee/minimum purchase order value surcharge (in addition to the price of each Good).

4.2 Notwithstanding anything herein to the contrary, in the event of any delay to Pall's delivery schedule caused by Buyer or its representatives, including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then Buyer shall be liable for all related costs and expenses incurred by Pall as a result of such delay.

4.3 Without limiting Clause 4.1, Buyer acknowledges that the Price may be subject to increase at any time prior to delivery or the last Payment Milestone (whichever is the later) in the event that:

(a) in the case of sales for equipment, systems and made to order Goods ("**Systems Goods**"), the CRU Stainless Steel Price Index for the applicable region indicates an increase of at least three percent (3%) between the date of order confirmation and 30 days prior to the last Payment Milestone;

(b) in the case of all other Goods ("**Non-Systems Goods**"), the Producer Price Index (PPI) for the applicable region indicates an increase of at least three percent (3%) between the date of order confirmation and the delivery date; and/or

(c) any Goods or components comprised within the Goods are subject to additional tariffs imposed after the date of order confirmation.

In each case, the Price shall be increased by the same percentage as the relevant index and/or tariff increase.

4.4 Pall shall notify Buyer of any Price increase at least fourteen (14) days prior to the last Payment Milestone or delivery date (whichever is the later), and Buyer shall be invoiced by Pall on the basis of the increased Price.

5. Payment

5.1 Buyer shall pay the Price in the currency specified in the Sales Documentation within thirty (30) days of the date of Pall's invoice. Payment shall be by bank transfer of immediately available funds to an account specified by Pall, unless otherwise agreed by Pall in writing.

5.2 If Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Pall, Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or at the maximum rate legally permitted according to applicable law calculated daily and compounded monthly. Buyer shall reimburse Pall for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Pall does not waive by the exercise of any rights hereunder), Pall shall be entitled to suspend performance of any Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof. Additionally, Pall may require payment in cash, security or other adequate assurance satisfactory to Pall when, in Pall's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

5.3 If this Agreement provides for installment payments, payments will be made in accordance with the following schedule (each instalment, a "**Payment Milestone**") unless otherwise stated on the Order:

(a) 5% of the Price upon Pall being awarded project;

(b) 20% of the Price upon first submittal of drawings by Pall;

(c) 20% of the Price upon completion of submittal drawings by Pall;

(d) 20% of the Price upon Buyer's delivery of the notice to commence fabrication to Pall;

(e) 25% of the Price upon earlier of (i) date of shipment by Pall of the Goods or (ii) date of Pall's notice that the Goods are ready for shipment by Pall ("**Equipment Completion**"); and

(f) 10% of the Price upon the earlier of: (i) first integration of the Goods into Buyer's manufacturing process; or (ii) 30 days from shipment of the Goods.

5.4 In the event that achievement of a particular Payment Milestone is delayed or suspended due to Buyer, such Payment Milestone will be deemed to have occurred and Pall shall be entitled to invoice Buyer as if achievement of such Payment Milestone had been achieved. In such circumstances, Buyer must notify Pall in writing of the reasons for the delay and anticipated duration of the delay. Pall shall be entitled, without any liability to Buyer, to withhold shipment of any Goods where Buyer fails to pay any pre-shipment Payment Milestone.

5.5 All sales are subject to the approval by Pall of Buyer's credit.

5.6 Buyer and Pall recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Pall and speaking with an accounts receivable representative before mailing or transferring any monies using the new instructions as provided by Pall.

6. Taxes

The Price is 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 imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Pall upon submission of Pall's invoice(s). 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 Pall of such exemption or fails to furnish its Sales Tax Exemption Number to Pall in a timely manner and Pall is required to pay such tax, the amount of any such payment made by Pall will be reimbursed by Buyer to Pall upon submission of Pall's invoice(s).

7. Title and Risk of Loss

7.1 Notwithstanding delivery and the passing of risk in the Goods as per the applicable Incoterm, or any other provision of these Terms, the ownership in the Goods shall not pass to Buyer until Pall has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by Pall to Buyer for which payment is then due.

7.2 Until such time as ownership of the Goods passes to Buyer, Buyer shall hold the Goods as Pall's fiduciary agent and bailee, and shall keep the Goods separate from those of Buyer and third parties and properly stored, protected and insured and identified as Pall's property, but Buyer shall be entitled to resell or use the products in the ordinary course of its business.

7.3 Until such time as ownership of the Goods passes to Buyer (and provided the Goods are still in existence and have not been resold), Pall shall be entitled at any time to require Buyer to deliver up the Goods to Pall and, if Buyer fails to do so forthwith, to enter upon any premises of Buyer or any third party where the Goods are stored and repossess the Goods.

7.4 Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Pall, but if Buyer does so all moneys owing by Buyer to Pall shall (without prejudice to any other right or remedy of Pall) forthwith become due and payable.

8. Inspection and Rejection of Nonconforming Goods

8.1 Buyer shall inspect the Goods within 10 days of receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Pall in writing of any nonconforming Goods (including without limitation quantity) during the Inspection Period and furnishes such written evidence or other documentation as required by Pall. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Pall shall then respond with instructions as to the disposition of the Goods.

8.2 If Buyer promptly notifies Pall within the Inspection Period of any nonconforming Goods, Pall shall, in its sole discretion, (i) replace such non-conforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Pall's Shipment Point. If Pall exercises its option to replace nonconforming Goods, Pall shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to Pall's Shipment Point.

8.3 Buyer acknowledges and agrees that the remedies set forth in Clause 8.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

8.4 Except as provided under Clause 8.2, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods to Pall.

9. Warranty

9.1 Warranty for Goods. Pall warrants that:

(a) in the case of Goods which require installation by Pall, for a period ending either: (i) twelve (12) months from the date of installation or the date Pall receives final acceptance from Buyer (if applicable); or (ii) fifteen (15) months from the date Pall ships the Goods to Buyer (including deemed delivery pursuant to Clauses 2.5 and 5.4), whichever is earlier; and

(b) in the case of all other Goods, for a period of twelve (12) months from the date Pall ships the Goods to Buyer (including deemed delivery pursuant to Clauses 2.5 and 5.4),

(each such period, the "**Goods Warranty Period**"), the Goods manufactured by Pall, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Pall, will materially conform to Pall's specifications for such Goods set forth in Pall's proposal, or, in the absence of such a proposal, such specifications as have been provided by Buyer to Pall and accepted in writing by Pall and included in the sales confirmation, and will be free from material defects in material and workmanship (this "**Goods Warranty**"). Buyer shall notify Pall promptly in writing of any claims under the Goods Warranty within the Goods Warranty Period and provide Pall with an opportunity to inspect and test the Goods or service claimed to fail to meet this Goods Warranty. Buyer shall provide Pall with a copy of the original invoice for the Goods or service, and prepay all freight charges to return any Goods to Pall's Shipment Point. All claims must be accompanied by full appropriate details as Pall may determine acting in its sole discretion, (including system operating conditions, if applicable). If the defects are of such type and nature as to be covered by this Goods Warranty during the relevant Goods Warranty Period, Pall shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and issue credits for the same. If Pall determines that any warranty claim is not, in fact, covered by this Goods Warranty, Buyer shall pay Pall its then customary charges for any additionally required service or products.

9.2 Warranty for service. Pall warrants that all services, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel ("**Services Warranty**"). This Services Warranty shall survive for 30 days following Pall's completion of the services (the "**Service Warranty Period**"). In the event of a warranty claim under this Services Warranty, Buyer shall inform Pall promptly in writing of the details of the claim within the Service Warranty Period. Pall's liability under any service warranty is limited (in Pall's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Services Warranty or issuing credit for the nonconforming portions of the service. If Pall determines that any warranty claim is not, in fact, covered by the Servies Warranty, Buyer shall pay Pall its then customary charges for all services performed by Pall.

9.3 No Warranty as to Third Party Products. Products manufactured by a third party ("**Third Party Products**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 9.1. **PALL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE**. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Pall assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

9.4 Other Limits. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS CLAUSES 9, PALL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY THAT RESULTS FROM NECESSARY CONSEQUENCES OF BUYER'S DESIGN OR SPECIFICATION, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.** Pall does not warrant against, and in no event shall Pall be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Pall), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Pall. In no event shall Pall be liable for any Goods repaired or altered by someone other than Pall pursuant to written authorization by Pall.

9.5 Exclusive Obligation. **THE WARRANTIES ARE EXCLUSIVE. THE GOODS WARRANTY AND SERVICES WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF PALL WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. PALL SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART**

THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN THIS CLAUSE SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND PALL'S ENTIRE LIABILITY FOR ANY BREACH OF THE GOODS WARRANTY AND SERVICES WARRANTY ARE SET FORTH IN THIS CLAUSE 9.

9.6 Buyer Breach. In no event shall Buyer be entitled to claim under any warranty if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

10. Limitation of Liability

10.1 IN NO EVENT SHALL PALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR REINSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

10.2 IN NO EVENT SHALL PALL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PALL FOR THE GOODS AND SERVICES HEREUNDER.

10.3 The limitation of liability set forth in Clause 10 shall not apply to: (i) liability resulting from Pall's gross negligence or willful misconduct; and (ii) death or bodily injury resulting from Pall's acts or omissions.

11. Intellectual Property

11.1 All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Pall; and/or b) based upon, derived from, or utilize the Confidential Information of Pall, and all related intellectual property rights, shall at all times remain Pall's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Pall intellectual property right, shall pass or transfer to Buyer and Pall shall at all times retain ownership rights therein. Notwithstanding the foregoing, Pall 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 Goods purchased by Buyer from Pall hereunder. Buyer shall not disclose any such material to third parties without Pall's prior written consent. As a condition to Pall's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods; (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods; (iii) remove any product identification or proprietary rights notices; (iv) modify or create derivative works; (v) otherwise take any action contrary to Pall's rights in the technology and intellectual property relating to the Goods; and (vi) assist or ask others to do any of the foregoing.

11.2 Buyer has no authorization to make any representation, statement or warranty on behalf of Pall relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Pall against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Pall, or from the use of the Goods in combination with products not furnished by Pall or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.

12. Changes

Pall shall not be obligated to implement any variations in the scope of work described in the Sales Documentation or Order unless Buyer and Pall 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 contract including these Terms.

13. Termination/Cancellation

13.1 In addition to any remedies that may be provided under these Terms, Pall may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of non-payment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13.2 Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments may be deferred or changed, only: (i) with Pall's written consent; and (ii) upon terms satisfactory to Pall. Unless otherwise agreed in writing, Buyer shall pay to Pall all fees, charges and/or costs that Pall assesses because of any such modification, termination/cancellation, deferment and/or change (including without limitation Pall's predetermined standard fee schedule (as set out in Annex 1 of these Terms) or other termination/cancellation fees, restocking fees and storage fees (as Pall may determine), insurance costs, freight costs, nonrecurring engineering or production costs, and/or the contract price of completed confirming Goods and recovery of cost plus reasonable profit).

13.3 Buyer acknowledges that if during the performance of the Order Pall is: (i) prohibited by reason of applicable law to sell or deliver all or parts of the Goods (including without limitation due to material obsolescence, or controls or limitations on the use of substances used either in, or in contact with articles and materials used in the manufacture of the Goods); or (ii) unable to sell or deliver all or parts of the Goods by reason of sub-supplier insolvency, Pall is entitled to terminate this Agreement at no cost with immediate effect and that Pall is not liable for any damage or cost caused by such termination. Where the Order is terminated pursuant to clause 13.3(i), Pall is also entitled to claim any additional cost and damage suffered by Pall from Buyer caused by this termination.

14. 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.

15. Trade Compliance

15.1 As a condition to Pall's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all United States, European, and national government laws and regulations on export control, including but not limited to, laws and regulations pertaining to export licenses, restrictions on export to embargoed or sanctioned countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Pall is contingent upon Pall obtaining all required export authorizations, licenses, and permits (collectively, "**Authorizations**") and that Pall shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.

15.2 Unless authorized by the EU Competent Authority, Buyer shall not sell, export or re-export, directly or indirectly (i) to; and (b) for use in, the Russian Federation, any Goods that fall under the scope of Article 12(g) of Council Regulation (EU) No 833/2014 (the "**Purpose**"). Buyer shall reasonably implement and maintain controls to ensure that the Purpose is not frustrated by any third parties, including by possible resellers. Any violation of this Clause shall constitute a material breach of an essential element of these Terms, and Pall shall be entitled to seek appropriate remedies, including, but not limited to termination of the Agreement. Buyer shall immediately notify Pall if it becomes aware of any non-compliance with the foregoing, including any relevant activities by third parties that could frustrate the Purpose. Buyer shall provide any information as may be requested by Pall concerning compliance with the obligations under this Clause 15.2 within two weeks of such request.

16. Confidentiality

If Pall 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 Pall's prior written consent. In the event that Buyer and Pall have entered into a separate confidentiality agreement, the terms and conditions of such agreement shall take precedence over the terms of this Clause.

17. Data Protection

17.1 In this Agreement, "Data Protection Laws" means all applicable laws relating to processing of personal data, information security and privacy, in particular General Data Protection Regulation (EU 2016/679) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates them, and references to "controller", "personal data", "processor" and "processing" have the meaning set out in and shall be interpreted in accordance with such Data Protection Laws.

17.2 To the extent Pall and Buyer act as controllers in respect of the processing of any personal data arising out of or in connection with this Agreement, each Party shall comply with their respective obligations under the Data Protection Laws. Information on the ways in which Pall processes personal data may be found at the following URL: https://www.pall.com/en/about-pall/codes-and-policies/pall-corporation-privacy-policy.html.

17.3 None of the Parties shall process personal data in connection with this Agreement on behalf of the other Party (as a processor) without 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 compliant with the Data Protection Laws.

18. Governing Law

18.1 This Agreement and all matters relating to the performance of the obligations set forth herein shall be construed, interpreted, applied and governed in all respects in accordance with the laws of Brazil. The Parties elect the courts of the Judicial District (Comarca) of Diadema, State of São Paulo, to settle any disputes arising out of or in connection with this Agreement, to the exclusion of any other venue, however privileged. Judgments or decisions of such courts shall be conclusive and may be recognized and enforced in any other state, country or jurisdiction.

18.2 The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C.13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

19. Miscellaneous

19.1 No Waiver: No: (i) course of dealing, performance, usage of trade; or (ii) failure on the part of Pall to: (1) exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement; or (2) insist on Buyer's strict performance of these Terms, shall operate as or be construed as a waiver by Pall of any of the provisions of this Agreement.

19.2 Set-Off: Buyer may not withhold or set off or try to set off any amounts that may be claimed by Buyer against any amounts that are owed to Pall.

19.3 Severability: If any term of the Order or the Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Order and/or this Agreement and this will not affect the remainder of the Order and/or this Agreement which will continue in full force and effect

19.4 Survival: All payment, confidentiality and indemnity obligations, warranties, limitations of liability and all clauses the survival of which is necessary for the interpretation or enforcement of these this Agreement shall survive the termination, cancellation, or expiration of the Agreement.

19.5 Third Parties: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

19.6 Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19.7 Cumulative Remedies: Pall's rights and remedies set out in these Terms are in addition to and not exclusive of any rights and remedies provided by law.

19.8 Assignment: Buyer shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder in whole or in part to any third party without the prior written consent of Pall. Any such unauthorized assignment will be deemed null and void and not binding to Pall.

Annex 1 Cancellation Fees

% Time Elapsed (based on Pall confirmation date)	Fee (% of Price)
Stocked goods	
Within 5 days of Pall's order acknowledgment	10%
5 days after Pall's order acknowledgement	15%
Made to Order goods (MTO) (%of time elapsed from Pall's order acknowledgement until the last confirmed delivery date)	
<10%	10%
<25%	25%
<50%	50%
≥50%	100%
Equipment and systems	
After sales confirmation but prior to release to purchase materials	25%
After release to purchase materials but prior to release for fabrication	50%
After release for fabrication but prior to Completion	85%
After Completion	100%

Storage Fees:

% Time Elapsed (based on Pall confirmation date)	Fee (% of Price)
Shipment delayed > 15 calendar days from date of Pall stock availability	1.5% per month

Restocking Fees

	Fee (% of Price)
Safety stocked item	15%
Another customer has purchased in last 3 months	25%
No customer has purchased in last 3 months	Cannot be returned