

**Terms and Conditions of Sale
Germany**

1. Applicable Terms

- 1.1 These terms and conditions of sale ("**Terms**") exclusively govern the sale of the goods and/or equipment as well as the provision of works (*Werkleistungen*) and services (*Dienstleistungen*) by Pall to Buyer (collectively, "**Goods**"). The Terms 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, which shall include (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 Orders, 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 unless Pall expressly consents to their validity in writing. The Terms shall also apply to all future business transactions with the Buyer. They shall also apply even if the Terms are not expressly agreed upon again.
- 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. Oral agreements will become effective with the content of their confirmation in text form.
- 1.3 All quotations by Pall are subject to change or withdrawal, unless specifically stated in the quotation. Quotations are made subject to the approval by Pall of Buyer's credit. An Agreement only comes into force when the Order is accepted in text form 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 and Performance

- 2.1 The Goods will be delivered or performed within a reasonable time, unless otherwise explicitly agreed in the Agreement, after the acceptance of Buyer's Order. The periods of delivery or performance shall only commence once the parties have clarified all commercial and technical issues and the timely and proper fulfilment of Buyer's obligations is a precondition for their commencement. Compliance with the periods of delivery or performance shall be subject to correct and timely delivery from suppliers. The fulfilment of the Agreement by Pall with respect to those parts of a delivery or performance which are governed by national export regulations shall be subject to the granting of the required approvals.
- 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, unless these are unreasonable for the Buyer. If the Goods are delivered in partial shipments, 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.
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 five (5) calendar days of Pall's written notice that the Goods have been delivered to Pall's Shipment Point.
- 2.4 If for any reason Buyer 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).

- 2.5 Quality and regulatory documentation for the Goods delivered are applicable at time of production and delivery.
- 2.6 Where applicable, Pall shall perform any works and/or services as may be required in connection with the delivery of the Goods and/or equipment during normal business hours, unless otherwise specified in the Sales Documentation. Works and/or services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon works and/or 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 or other works and/or services, 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 works and/or 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 works and/or 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 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, Pall may (at Buyer's cost) suspend its performance of the Agreement by up to thirty (30) days following the notification of inadequate premises or need to remove or disconnect equipment. If after this period of thirty (30) days, the premises are still not suitable for performance (in Pall's reasonable opinion) Pall may terminate the Agreement and claim any damages against Buyer.
- 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 the 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 quoted Prices are subject to change.
- 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 proportional increase or decrease 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 or decrease 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 or decrease 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 or decreased by the same percentage as the relevant index and/or tariff increase.

- 4.4 Pall shall notify Buyer of any Price increase or decrease 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 or decreased 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, or in the case installment payments are agreed, within thirty (30) days of each event set out in 5.3 (a) – (f). 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 In the event Buyer is in default with its payment obligation, Pall is entitled to charge default interest in the amount of nine percentage points p.a. above the basic interest rate. The right to assert further damage shall remain unaffected. In all other respects, the statutory provisions shall apply. 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 the financial condition of Buyer or other grounds for insecurity warrant such action. Any statutory rights remain unaffected.

- 5.3 If this Agreement provides for installment payments, payments will be made in accordance with the following schedule (each installment, 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) thirty (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's fault, 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 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

- 7.1 Pall reserves title to the delivered Goods until all claims have been fulfilled which exist against the Buyer based on the business relationships at the time the Agreement is concluded. This shall also apply to any future claims that Pall acquires from the ongoing business relationship with the Buyer.

- 7.2 The Buyer shall treat the Goods delivered under retention of title with due care and appropriately insure the same at their original value at its own cost against damage caused by fire, water and theft. Maintenance and inspection work that may become necessary shall be carried out by the Buyer at its own expense in due time.
- 7.3 In case the Buyer culpably violates the Agreement, in particular in the event of a default in payment, Pall is entitled to take back the Goods. Taking back the Goods does not constitute a withdrawal from the Agreement unless Pall explicitly declared a withdrawal in writing.
- 7.4 The Buyer is not entitled to pledge the Goods or assign them before the transfer of title and must label the Goods conspicuously as Pall's property.
- 7.5 The Buyer is entitled to resell the Goods in the course of ordinary business transactions. However, the Buyer hereby assigns to Pall all claims in the amount of the total sum of the respective final invoice which it acquires against its buyers or third parties from reselling the Goods; this shall apply regardless of whether the Goods were sold without, commingling or incorporation, or after further processing. The Buyer shall remain authorised to collect these claims even after the assignment. Pall's right to collect the claim itself shall remain unaffected hereby. Pall undertakes, however, not to collect the claims as long as the Buyer meets its payment obligations arising from the received proceeds and is not in arrears with payments and as long as its financial situation does not significantly deteriorate. However, if this is the case, Pall is entitled to request that the customer informs Pall of the assigned claims and the respective debtors, provides any information required for the collection, hands over the corresponding documents and informs the debtors (third parties) of the assignment.
- 7.6 Any processing, commingling or incorporation of the Goods by the Buyer shall always be effected on behalf of Pall. If the Goods are processed, commingled or incorporated with other objects that do not belong to Pall, Pall shall acquire joint ownership of the new object in the value of the Goods (final invoice amount) in proportion to the other processed, commingled or incorporated objects at the time of the processing. The new object resulting from the processing, commingling or incorporation shall be subject to the same provisions that are applicable to the goods delivered under retention of title.
- 8. Warranty**
- 8.1 Pursuant to Sec. 377 of the German Commercial Code (*Handelsgesetzbuch, HGB*), Buyer shall inspect the goods and/or equipment for apparent defects immediately upon receipt and inform Pall of any such defects immediately. The same shall apply to hidden defects from the moment they are discovered.
- 8.2 Delivered goods shall comply with all subjective, objective and installation requirements as per Sec. 434 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) unless otherwise agreed between the parties.
- 8.3 Warranty claims of Buyer become statute-barred twelve (12) months after the handover.
- 8.4 In case of defects, the warranty shall be restricted to the right of subsequent performance unless stipulated otherwise in Clause 8.8. In such case, Pall shall, at its choice, be entitled to the removal of defects or a replacement delivery or substitute performance. Buyer's right to remedy the defect itself shall be excluded unless the agreement constitutes an agreement for works and services (*Werkvertrag*).
- 8.5 Buyer shall stipulate a deadline for the subsequent performance which must be adequate and submitted in writing. Subsequent performance shall only be deemed failed after three attempts remained unsuccessful. Pall may refuse subsequent performance if the same is only possible at disproportionate costs.
- 8.6 Return deliveries for the purpose of subsequent performance may only be effected upon Pall's consent in text form. The risk of accidental loss and accidental deterioration shall not pass to Pall until the goods and/or equipment are handed over to Pall at its place of business. Any expenses for the inspection and subsequent performance, in particular the costs of transport and materials shall be borne by Pall if a defect actually exists. If, however, a request by Buyer to remedy a defect proves unwarranted, Pall may claim from Buyer compensation for the costs incurred in this context.
- 8.7 In case of replacement deliveries for the purpose of subsequent performance, Buyer shall return the delivered item.
- 8.8 In the event that Pall is not willing or able to provide subsequent performance, in particular if the same is delayed beyond reasonable periods for reasons for which Pall is responsible or if the subsequent performance fails for other reasons, Buyer is entitled to withdraw from the contract in accordance with the statutory provisions. This shall not apply to insignificant defects. Such an insignificant defect is given if the effort to remove the defect does not exceed an amount of five

percent of the order value. In such case, Buyer is only entitled to a reduction of the Price. Claims for damages shall be subject to Clause 9.

- 8.9 In the event of changes to the goods and/or equipment which Buyer carries out or has carried out by third parties without Pall's prior consent, the warranty shall cease to exist unless Buyer proves that there is no causal relationship between the change and the defect. The same shall apply to defects resulting from a specification of Buyer.

- 8.10 There shall be no additional warranty claims for defects which occurred due to inappropriate or incorrect use, faulty start-up, usual wear and tear, faulty or negligent treatment, excessive use and improper maintenance of the goods as well as due to changes to the goods and/or equipment by Buyer or on its behalf by third parties without Pall's express consent.

9. Limitation of Liability

- 9.1 Pall is fully liable for loss or damage due to willful intent and gross negligence.

- 9.2 If Pall breaches in a slightly negligent manner a contractual obligation that is essential for the purpose of the transaction and where Buyer generally trusts that these obligations are fulfilled, Pall is only liable for foreseeable damages that are typical for this kind of transaction. For other damages caused as a result of slight negligence, Pall's liability is excluded.

- 9.3 The aforementioned exclusions and limitations do not apply in case of fraud or fraudulent misrepresentations of a defect, for the promise of a guarantee, for claims based on product liability law and in the event of death, personal injury or illness.

- 9.4 Insofar as Pall's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and agents.

10. Intellectual Property

- 10.1 All ideas, concepts, whether patentable or not, devices, inventions, improvements or discoveries, designs (including patterns, drawings, plans and specifications), logos, names, 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, whether registered or not, such as patents, trademarks, trade names, trade secrets, copyrights, designs and/or know-how (together "**Materials**"), shall at all times remain Pall's property. No right, title or interest in any Material 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 and non-sublicensable 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 Materials; and (vi) assist or ask others to do any of the foregoing.

- 10.2 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.

11. Changes

Notwithstanding any Buyer's rights provided by law, 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.

12. Termination/Cancellation

With the exception of mandatory statutory termination rights, these Terms may be modified or terminated, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Pall, and (ii) Pall's written consent of the modification or termination. In case of a modification, termination according to this provision Buyer shall pay to Pall all contract

performance expenses including without limitation all storage fees, insurance costs, freight costs and nonrecurring engineering or production costs.

13. Force Majeure

Under no circumstances shall Pall have any liability for any breach relating to non-performance or underperformance caused by an unforeseeable event beyond Pall's reasonable control that significantly impedes or makes impossible delivery by Pall ("**Force Majeure Events**"), to the extent Pall is not responsible for such breach. Such Force Majeure Events may include 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. Pall will report any foreseeable delays within a reasonable time. Pall shall be entitled to postpone delivery for the duration of the Force Majeure Event plus a reasonable start-up time. Both Parties shall be entitled to withdraw from the Agreement in whole or in part with regards to the unfulfilled parts of the performance if the Force Majeure Event is not only of a temporary nature and the respective party cannot be expected to continue the Agreement. Any statutory termination right remains unaffected.

14. Specific provisions for contracts for the performance of works (Sec. 631 BGB)

- 14.1 If Pall's obligation under the Agreement is to perform, install, repair or carry out other works, this Clause 14 shall apply in addition to the above Clauses of the Terms and shall take precedence over them in the event of any conflicts.
- 14.2 Clauses 2.2 – 2.6, 7, 8 and 15 do not apply to Agreements for the performance of works.
- 14.3 If a work performance is composed of several individual works, which can be used separately by Buyer, such individual works shall be acknowledged separately and independently of each other.
- 14.4 Defects which reduce usability of the work only inconsiderably shall not justify refusal of acknowledgment; the defects will be remedied in the context of the warranty claims.
- 14.5 If Buyer terminates the Agreement pursuant to Sec. 648 of the German Civil Code without Pall being responsible for this, Pall is entitled to the claims regulated in Sec. 648 of the German Civil Code. Instead of the claims resulting from Sec. 648 of the German Civil Code, Pall may claim a lump sum amounting to 10% of the agreed total remuneration for its expenses and lost profit. Pall is not entitled to this lump sum claim if Buyer proves that the amount to which Pall is entitled under Sec. 648 of the German Civil Code is significantly lower than the lump sum.
- 14.6 Buyer shall notify Pall of any occurring defects in writing in a comprehensible form, providing any information expedient for remedying the defects. If Buyer requests subsequent fulfillment due to a defect, Pall shall have the right to choose between rectification, replacement of goods or replacement of services. Buyer shall support Pall to the required extend in the rectifying of any defects. Buyer shall stipulate a deadline for the subsequent performance which must be adequate and submitted in writing. Subsequent performance shall only be deemed failed after two attempts remained unsuccessful. Pall may refuse subsequent performance if the same is only possible at disproportionate costs. In the event of changes to the works which Buyer carries out or has carried out by third parties without Pall's prior consent, the warranty shall cease to exist unless Buyer proves that there is no causal relationship between the change and the defect. The same shall apply to defects resulting from a specification of Buyer. There shall be no additional warranty claims for defects which occurred due to inappropriate or incorrect use, faulty start-up, usual wear and tear, faulty or negligent treatment, excessive use and improper maintenance of the works as well as due to changes to the works by Buyer or on its behalf by third parties without Pall's express consent. Claims for damages shall be subject to Clause 9.
- 14.7 The warranty period shall be 12 months from acceptance.
- 14.8 Unless otherwise stipulated herein, the statutory provisions shall apply.

15. Specific provisions for contracts for the performance of services (Sec. 611 BGB)

If Pall's obligation under the Agreement is to perform services, Clauses 2.2 – 2.6, 7, 8 and 13 do not apply.

16. Trade Compliance

- 16.1 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 - as applicable - 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 unless Pall is at fault.

- 16.2 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.

17. Confidentiality

- 17.1 If Pall discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how", in particular business, marketing, technical, scientific, or financial information, specifications, designs, plans, drawings, software, prototypes, or processing technologies, regardless of the form (written, electronic, verbal, or otherwise) ("**Confidential Information**"), whether reduced to writing or not, Buyer shall, during the term of the Agreement and for a period of five (5) years after termination of the business relationship, keep confidential such Confidential Information and the provisions of the Agreement and not to disclose it or use it for any purpose other than the Agreement. Any statutory rights, in particular regarding trade secrets, shall remain unaffected.
- 17.2 Buyer may not disclose Confidential Information to any third person or company at any time, without Pall's prior written consent, except for (a) its employees and professional advisors who need to know the Confidential Information for the purpose of the Agreement and who are subject to confidentiality obligations due to statutory law, an employment contract or a confidentiality agreement in accordance with Clause 17.1 and (b) public authorities within the scope of statutory disclosure obligations, whereby Buyer must inform Pall in advance in writing of such disclosure and take appropriate and lawful measures to prevent the disclosure and/or minimize its scope.
- 17.3 The confidentiality obligations as set out in Clause 17.1 and 17.2 do not apply to information that is or becomes generally known or available to the public through no fault of Buyer, or that Buyer can demonstrate was in its lawful possession before receipt from Pall, was lawfully obtained from a third party who has the right to make such disclosure or was independently developed without reference to any of Pall's Confidential Information.
- 17.4 Upon request of Pall and upon the end of the term of five (5) years as per Clause 17.1, Buyer shall return, delete or destroy all documents or files containing Confidential Information, within ten (10) calendar days in full. The obligation to return, delete or destroy shall not apply to electronically stored copies made in the course of routine information technology backup, provided that such electronically stored Confidential Information shall be subject to an obligation of confidentiality unlimited in time.
- 17.5 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.

18. Data Protection

- 18.1 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.
- 18.2 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>.

- 18.3 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.
- 19. Governing Law and Jurisdiction**
The Order and all legal relations between Pall and Buyer are governed by the law of the Federal Republic of Germany, with the exclusion of the UN Sales Convention (CISG). The exclusive place of jurisdiction for all disputes arising from and in connection with the Order is Frankfurt am Main, Germany. In addition, Pall may choose to take legal action at Buyer's place of business.
- 20. Miscellaneous**
- 20.1 **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.
- 20.2 **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, except undisputed or legally established claims.
- 20.3 **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.
- 20.4 **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.
- 20.5 **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.
- 20.6 **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.
- 20.7 **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 which may not be unreasonably withheld by Pall. Any such unauthorized assignment will be deemed null and void and not binding to Pall. The foregoing does not apply if monetary claims are concerned.