

## General Terms and Condition of Sale

### 1. **Applicable Law and Jurisdiction**

These general terms and conditions apply to all proposals and quotations submitted by Trelleborg Sealing Solutions Delano, LLC or Trelleborg Sealing Solutions US, Inc. (as applicable, the "Seller") in response to recipient's (the "buyer") purchase orders received by Seller from Buyer, and to all goods and services sold by Seller to Buyer, except as otherwise specifically provided in a document signed by Seller. This sale and any sale resulting here from consists only of these terms and conditions and those in other documents referenced herein or attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the laws of the State of Delaware including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sale of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods (as separate units), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods").

THE COURTS OF DELAWARE SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT. The parties stipulate to the convenience of Delaware courts as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions of the Agreement.

### 2. **Formation, Integration and Modification**

A. The Agreement supersedes all previous quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until approved by Seller at its home office. Notice of such approval may be furnished to the Buyer by an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the parties' Agreement. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee. Seller may correct unilaterally any

mathematical and typographical errors in the Agreement. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right of Seller's.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions shall also apply.

### 3. **Prices, Payment, Security Interest and Risk of Loss**

A. Prices contained in Seller's published price lists, including, but not limited to, catalogs, brochures and websites, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of thirty (30) days from the date of the quotation. Prices do not include, and Buyer will pay all taxes or fees of any kind which may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale or delivery of Goods by Seller. For engineering and non-refundable expenses that may be incurred by Seller, Seller may apply a minimum charge, the amount of which shall be determined by Seller in its sole discretion in light of the scope of the Buyer's request.

B. Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, applicable fees, and dates of delivery and/or performance dates.

C. Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, net thirty (30) days of the date of Seller's invoice. All amounts not paid to Seller when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. The accrual of payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a default by Buyer. Buyer will reimburse Seller for all court costs, attorney fees, and other costs incurred by Seller in collecting past due amounts, including interest.

D. Unless otherwise specified, all tooling charges shall be paid fifty percent (50%) with purchase order and remaining billing should be upon completion of first article inspection (for production) or physical shipment of data or samples to customer for engineering work.

E. As security for payment of all accounts due to Seller, Buyer grants to Seller a security interest in all Tooling and in all Goods sold by Seller to Buyer, and Seller will have all rights of a secured party under the UCC with respect to such Goods. Buyer agrees and appoints Seller as its attorney-in-fact to, at Seller's option, take all actions necessary to perfect the above security interest in any one or more jurisdictions, and Buyer agrees to pay all applicable filing fees, and assist Seller as necessary.

F. This Agreement is for a shipment contract and the Goods shall be delivered ExWorks (EXW) domestically or FCA internationally Seller's dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

#### **4. Delivery**

Shipping dates are estimates based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and subject to risks and uncertainties inherent in medical device manufacturing generally and in the manufacturing materials and technologies. Shipping dates shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information, approvals and Buyer-supplied components or materials necessary to provide the Goods and to grant any credit proposed in the Agreement. Seller may ship as a completed order overages or underages to the extent of ten percent (10%) of quantity ordered. Seller shall not be responsible for claims of error in quantity or weight not made within fifteen (15) business days after Buyer's receipt of Goods. All Goods shall be packaged in bulk unless otherwise specified. Seller may impose additional charges for packaging Goods in accordance with specifications or instructions supplied by Buyer.

#### **5. Delay of Shipment or Performance Excused for Various Reasons**

A. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may, at its option, hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable thirty (30) days after Buyer is notified that the item is ready for shipment. If Seller is unable or unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

B. Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any embargoes, seizures, acts of God, epidemic or pandemic, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

#### **6. Inspection, Testing and Rejection**

All Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within thirty (30) days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. SELLER SHALL NOT BE LIABLE AND BUYER WAIVES ALL CLAIMS ASSOCIATED WITH DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED. Claims for damage due to shipping must be made directly to the carrier. To the extent Seller agrees to perform any validation or qualification services on Buyer's behalf, charges for such services shall be billable by Seller in accordance with Section 3 above upon the submission of the resulting data to Buyer.

#### **7. Cancellation or Termination**

In the event of cancellation of the Agreement by Buyer, or in the event of default under the Agreement by Buyer which is not cured within thirty (30) days after notice by Seller, Buyer will pay to Seller on demand all direct and indirect costs (including without limitation all applicable restocking or cancellation charges) incurred directly or indirectly by Seller in connection with the Agreement, all as reasonably determined by Seller, plus any profit to be negotiated with Buyer. In no event, however, will any amount payable by Buyer under the Agreement exceed the total price payable by Buyer for Goods.

#### **8. General Express Warranties**

A. Seller warrants to Buyer only, that Goods (or portions thereof manufactured by Seller) shall be manufactured materially in accordance with the specifications identified to Seller in writing.

B. Seller's warranties shall apply only if the Goods: (i) have been handled, stored, maintained and used in conformity with instructions and recommendations furnished by Seller from time to time, if any; (ii) have not been subjected to misuse, movement of the structure, physical abuse, installation error, negligence or accident; and, (iii) have not been altered or repaired by persons other than Seller in a manner, which, in the judgment of Seller, adversely affects the condition of the Goods. It is Buyer's responsibility to determine suitability of the Goods for Buyer's use and Buyer assumes all risk and liability associated therewith.

#### **9. Disclaimer and Limitation of Express and Implied Warranties**

A. There are no express warranties other than those contained in the Agreement. Whether or not the Goods are to be used exclusively by Buyer, there shall be no third party beneficiaries to the express warranties contained herein.

B. SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement, or as otherwise specified by Seller in writing.

#### **10. Remedy and Limitation of Seller's Liability**

A. Defective or non-conforming Goods or parts thereof discovered during the thirty (30) day warranty period shall be repaired or replaced by Seller without any additional charge and shipped to Buyer, EXW Seller's plant, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller determines to be not in conformity with the express warranties contained herein. If Seller elects, Seller may, upon return of such Goods and making a determination of non-conformity or defect, keep the Goods and refund the purchase price. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the

length of any period from the date the defective or non-conforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer.

B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement Goods, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within thirty (30) days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the Buyer at Buyer's cost.

C. THE REMEDIES SET FORTH IN THIS SECTION 10 CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDY FOR SELLER'S BREACH OF WARRANTY OR FOR SELLER'S FAILURE TO DELIVER CONFORMING GOODS, AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LOSS OF USE OR PROFITS OR OTHER INDIRECT, COLLATERAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO THE COST OF COVER OR THE COST OF A RECALL IN CONNECTION WITH, OR BY REASON OF THE PRODUCTION AND DELIVERY OF GOODS UNDER THIS AGREEMENT REGARDLESS OF WHETHER SUCH CLAIMS OR DAMAGES ARE FORESEEABLE OR ARE FOUNDED IN TORT OR CONTRACT. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE GOODS AT ISSUE. THIS LIMITATION SHALL BE ENFORCED REGARDLESS OF WHETHER SELLER HAS DEFAULTED IN ITS WARRANTY OR OTHER OBLIGATIONS. ANY LEGAL INABILITY TO LIMIT OR RESTRICT THE RIGHT OF BUYER OR A THIRD PARTY TO SUCH DAMAGES SHALL NOT AFFECT THE RIGHT OF SELLER TO INDEMNIFICATION HEREUNDER, AND UNDER NO CIRCUMSTANCE SHALL BUYER RECOVER MORE THAN THE PURCHASE PRICE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### 11. **Buyer Warranties.**

Buyer represents and warrants that (a) it has the right to give Seller any Buyer-supplied components or materials and information (including but not limited to specifications and designs) provided by Buyer hereunder, and that Seller has the right to use such components, materials and information for the manufacturing of Goods, and (b) Buyer has no knowledge of any patents or other intellectual property that would be infringed or misappropriated by Seller's manufacturing of Goods or performance of any other of its obligations under this Agreement.<sup>12</sup> **Buyer Supplied Data**

To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. Seller makes no representation or warranty, and Buyer expressly waives

all claims against Seller and its officers, directors, and employees arising out of or in connection with any claims relating to the design, safety, effectiveness, or toxicity of any Goods.

### **13. Tools, Dies and Gauges**

Unless otherwise expressly provided, any tools, dies, molds or gauges (“Tooling”) which may be developed for use in production of the Goods shall be owned by Buyer, who will be charged in whole or part for the cost thereof. Tooling changes as a result of specification changes will be at Buyer’s expense. Replacement and/or major repairs of Tooling will be at Buyer’s expense. Seller may dispose of any Tooling at any time after twenty-four (24) months after completion of the most recent production order requiring the use of such Tooling. Notwithstanding the foregoing, any extrusion tooling shall be and remain the sole and exclusive property of Seller, irrespective of whether or not the Buyer has made payment toward the costs to manufacture them.

### **14. Indemnification**

Buyer hereby agrees to save, defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors, employees, contractors, consultants and agents (each, an “Indemnitee”) from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expenses and attorneys’ fees (“Losses”), to which any Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party including, without limitation, property damage, death or personal injury of third parties (a “Claim”) against an Indemnitee arising or resulting, directly or indirectly, from (a) Buyer’s storage, disposal, promotion, labeling, marketing, distribution, forward processing, use or sale of any Goods or Buyer-supplied component, (b) Buyer’s negligence or willful misconduct, (c) Buyer’s breach of this Agreement, or (d) any claim that the use, sale, marketing or distribution of any Goods by Buyer, or the manufacturing of Goods by Seller in accordance with specifications or designs provided or developed on behalf of Buyer, violates the patent, trademark, copyright or other proprietary rights of any third party.

### **15. Proprietary Information**

A. Buyer acknowledges and agrees that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller, regardless of whether such information is marked “confidential”, and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods. Buyer expressly acknowledges and agrees that any breach or threatened breach of

this Section 15(B) may cause immediate and irreparable harm to Seller which may not be adequately compensated by damages. Buyer therefore agrees that in the event of such breach or threatened breach and in addition to any remedies available at law, Seller shall have the right to seek equitable and injunctive relief, without bond, in connection with such a breach or threatened breach.

C. Any invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller.

#### **16. United States Government Regulations**

Buyer shall not engage in any transaction with respect to the Goods or Buyer's performance under this Agreement which violates or may cause Seller to violate any statute or regulation of the United States of America.

#### **17. Compliance with Laws**

Buyer will be responsible for compliance with any and all federal, state or local laws or regulations respecting the design, function, safety, toxicity marketing, and use of the Goods, and shall indemnify and hold Seller harmless from and against any and all claims of violations of such laws or regulations or other claims of personal injury or property damage directly or indirectly related to the further processing, use, installation, maintenance or operation of the Goods.

#### **18. Time for Bringing Action**

Any proceeding by Buyer for breach of the Agreement or any other right against Seller arising from or in connection with the payment cannot be filed nor maintained unless: (i) it is commenced within thirty days after the cause for action has accrued; (ii) Buyer has given timely written notice to Seller of its claim as provided herein; and (iii) Buyer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Goods.

#### **19. Buyer's Material**

Orders requiring use of Buyer-supplied components or materials are accepted subject to delivery of amount and quality as specified by Seller, EXW Seller's plant. The quality of any Buyer-supplied components or materials is the responsibility of the Buyer. If components or materials are defective or will not perform to Seller's requirements because of chemical composition, physical properties or dimensions, Seller reserves the right to cancel the order. Any costs incurred by the Seller through time of cancellation, including any costs due to rework or replacement of the defective components or materials, are the liability of the Buyer. At Seller's request, Buyer shall supply additional stocks of any required Buyer-supplied components or materials in amounts up to ten percent (10%) in excess of the anticipated requirement.

#### **20. Assignment**

Buyer shall not assign its right or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, delegation, without such consent, shall be void.