



### **Greiner Bio-One North America Sales Terms and Conditions**

1. Greiner Bio-One North America, Inc. ("Seller") prices are for Products only and do not include technical data, proprietary rights of any kind, patent rights other than use, tests other than tests performed by Seller at its discretion, or other than normal commercial packaging. Prices are exclusive of transportation, insurance, and may exclude taxes (including without limitation, any use tax, sales tax or similar tax), license fees, customs fees, duties and other charges ("Other Charges") related thereto, and purchaser ("Purchaser") shall report and pay any and all Other Charges, and hold Seller harmless therefrom. Orders accepted by Seller may be canceled by Purchaser only upon Seller's written consent. Stenographic and other clerical errors are subject to correction by Seller.
2. All payments for the Products are due and payable in full thirty (30) days from date of invoice. Past due balances are subject to a service charge at the rate of 1.5% per month, but in no event shall such charge exceed the rate permitted by applicable law. Purchaser shall cooperate fully with Seller to protect Seller's or the manufacturer's interest. Payments over sixty (60) days past due shall be deemed an event of default under this Agreement. In addition to all remedies allowed by law, upon default of the Purchaser, Seller shall have the right to exercise any one or all of the following options: (i) declare all sums due and payable; (ii) require Purchaser to assemble the Products and make them available to Seller at a reasonably convenient location; and (iii) sell or otherwise dispose of the Products. Any claims for adjustment of prior invoices must be submitted in writing to Seller within one (1) year of the date of invoice, stating the reason for the claim, the invoice number and the date of invoice. Purchaser hereby represents that it is solvent; generally paying its debt as they become due, and is not contemplating voluntary liquidation or reorganization and has not received notice of involuntary liquidation.
3. To induce Seller to sell various goods, including without limitation inventory, machinery and instruments, to the Purchaser on credit now and in the future and to secure the timely repayment of all amount owing to Seller in connection therewith, the Purchaser hereby grants to Seller, and Seller hereby reserves a security interest in the products manufactured by Seller as set forth in this agreement and in consideration of instrumentation, disposables, or other products manufactured by Seller. To perfect Seller's security interest in the manufactured products, (i) Seller or its agent or assignee is authorized to execute on behalf of Purchaser and to file such UCC-1 Financing Statement or other documents as are necessary to perfect Seller's security interest, and/or (ii) Seller may file a copy of this Agreement with appropriate state and local authorities at any time, alone or with the Purchaser, and any financing statements or other

documents and do such other act(s) considered by Seller to be necessary or desirable to perfect or protect the security interest hereby created. The manufactured products shall remain personal property, not become part of the freehold, and be kept at the location indicated on the front hereof where Seller may inspect it at any reasonable time.

4. Seller shall charge Purchaser for freight at a rate not to exceed the publicly quoted commercial rate of the carrier. At its option, Seller may insure full value of the Products or declare full value thereof to the carrier at the time of delivery, and such insurance costs shall be the responsibility of the Purchaser. Purchaser shall be responsible for obtaining any import or export licenses or permits necessary for the Product. Purchaser must inspect the Products upon receipt and file the claims with the carrier when there is evidence of damage, either concealed or external. Risk of loss shall remain with Purchaser until the Product is returned at Purchaser's expense to such place as Seller may designate in writing.
5. Seller shall not be liable in any way for delay in delivery or other failure of performance because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, war, fire, riot, accident, acts of God, hurricane, earthquake, severe weather, failure or breakdown of components necessary to completion, supplier-caused delays, inability to obtain labor, material or manufacturing facilities, or compliance with any law, regulation, embargo restrictions or order of any government body or instrumentality therefore. Performance shall be deemed suspended during said circumstances and extended for such time as said circumstances cause delay. Seller shall not be liable for any damages due to delay in deliver or service, or for other failure of performance except as expressly specified in this agreement. Seller may cancel or delay delivery of Product if Purchaser fails to make timely payment of its account with Seller.
6. Installation of any Instrument or delivery of any manufactured products shall be deemed accepted by Purchaser upon completion by Seller of its applicable acceptance tests, determined and performed at Seller's sole discretion, but use of any Product by Purchaser for any purpose after delivery shall constitute acceptance. Reasonable cancellation charges shall be paid by Purchaser, and shall include all expenses incurred by Seller.
7. Seller warrants the manufactured products to the original purchaser for a period of one (1) month from date of purchase against defects in material and workmanship and defect arising from failure to conform to Seller's specifications applicable on the date of purchase, and Seller agrees to correct, either by repair or, at its election, by replacement, any such defect found on examination to have occurred, under normal use and service, during such one (1) month period provided Seller is promptly notified in writing upon discovery of such defect. All of the elements in the Seller's products are warranted to be new, except if otherwise specified, for the full product warranty period of one (1) month.
8. Seller shall not be liable as to any defect arising from abuse of the Products, failure to operate and maintain the Products in accordance with the Package Insert(s) or Instructions for Use, operation of the Products by a person who has not been training in its operation by Seller, repair, service, alteration or modification of the Products by any person other than personnel of Seller, or modification, change or reuse of the Disposables supplied by Seller for use in the Products.
9. Additional Terms and Conditions of sale shall include:
  - a. Seller Terms and Conditions supersede all other Terms and Conditions. Placement of a purchase order against this pricing contract signifies unconditional acceptance of all GREINER Terms and Conditions by the purchaser.
  - b. All exceptional shipping charges, including but not limited to charges for air shipment, holiday shipment, Saturday shipment, expedited service, and drop-shipment are the sole responsibilities of the purchaser.

- c. Sales Tax is the responsibility of the Purchaser unless the Purchaser notifies Seller that the Purchaser is tax exempt and a valid tax exemption certificate or resale certificate is submitted to Greiner Bio-One before your order is shipped. Email certificate to [webshop@us.gbo.com](mailto:webshop@us.gbo.com) or fax to 800-884-4703, Attn: Webshop.

10. **THE WARRANTY OF SELLER SET FORTH ABOVE AND THE OBLIGATIONS AND LIABILITIES OF SELLER THEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SYSTEM DELIVERED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF SELLER WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INCIDENTAL OR CONSEQUENTIAL DAMAGES). This warranty shall not be extended except by written instrument signed by Seller.**
11. Seller shall not be liable for any damages due to delay in deliveries or service, use of equipment, or for other failure of performance except as expressly specified in this agreement and shall in no event be liable for any incidental or consequential damages. IN NO EVENT SHALL SELLER'S LIABILITY TO PURCHASER UNDER ANY CLAIM EXCEED A REFUND OF THE AMOUNT PAID TO SELLER FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM.
12. All software, firmware and hardware relating to Products supplied to Purchaser by Seller hereunder shall be treated by Purchaser as confidential and proprietary and shall not be disclosed to third parties. Purchaser shall not reproduce, copy or substantially duplicate any parts of said materials, including manuals, all of which are protected by copyright, without the written consent of Seller. In the event any Product purchased hereunder is returned to Seller for any reason, or transferred to a third party, Purchaser shall return all of said materials including copies thereof to Seller. Purchaser understands that all software and copyrighted material delivered pursuant to the agreement is the property of Seller or the manufacturer.
13. This agreement shall be governed by the substantive law (but not the conflict of law rules) of the State of North Carolina.
14. This instrument contains the entire and only agreement between the parties with respect to the subject matter hereof, and any representation, promise or condition herewith not specifically incorporated herein in writing shall not be binding on either party. Any statement or representations not contained herein have not been relied upon by Purchaser. Any assignment hereof of any rights herein by Purchaser shall be void without Seller's written consent. Without the prior written consent of Seller, Purchaser may not purchase Products for shipment to other third-party users.
15. Notwithstanding any additional terms or conditions included on Purchaser's order or subsequent correspondence, such additional terms and conditions shall not become part of Seller's contract with the Purchaser unless expressly agreed to by Seller in writing. Notwithstanding any terms or conditions included on Purchaser's order, Seller's performance hereunder is expressly made conditional on Purchaser's agreement to Seller's terms and conditions and in no event shall Seller be deemed or construed to accept Purchaser's terms and conditions. If this instrument is not executed in writing, acceptance of any Product or service shall be deemed acceptance by Purchaser of all terms and conditions stated herein.
16. Greiner Bio-One guarantees a minimum of 3 month shelf life at the time of shipment.
17. The minimum order quantity is 1 case, however a \$15 handling fee will apply to orders less than \$100.

18. Cancellation Policy: The average turnaround time to ship standard stocked items is within 2 business days of receipt of purchase order. Order cancellations must be made prior to shipping for standard items or within 72 hours of order confirmation for non-standard items (made to order, custom, large quantities). If an order cancellation is received after 72 hours for a non-standard item, the following will apply:
  - a. Management approval is required – if approved, the order may be cancelled only if customer agrees to pay the cost of goods produced including components ordered for production as of the date of cancellation in addition to a 5% cancellation fee.
19. Seller has a no return goods policy excluding technical or administrative/shipping claims. Seller reserves the right to deny credit or impose penalties for unauthorized returns.
20. Technical Claims are thoroughly investigated and validated by Seller's Quality Assurance Specialists. Customers are credited upon notification from Seller upon completion of investigation.
21. Shipping claims must be reported and noted on the delivery receipt within 10 business days of receipt of shipment to [office@us.gbo.com](mailto:office@us.gbo.com). If inside damage is discovered, a statement describing the damage and photos must be submitted within 10 days and must include when and where the damage was discovered. Seller reserves the right to deny claims not received within 10 business days or without required documentation.
22. Pricing disclaimer: Product prices and availability are subject to change.
23. If applicable to the purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6-300) are hereby incorporated herein by reference. Further, if applicable, Seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

24. Purchaser confirms that any medical device product purchased from Seller will be used by or on the order of a (physician, dentist, veterinarian, or other descriptive designation of any other medical practitioner) on staff and licensed by the law of the State in which he/she practices.