

HIGH PURITY NEW ENGLAND, INC.
GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability.

a. These Terms and Conditions of Sale (these “**Terms**”) are the only terms which govern the sale of the products identified on the applicable Order Acknowledgment (the “**Products**”) by High Purity New England, Inc. (“**Seller**”) to the buyer named on the Order Acknowledgment (“**Buyer**”).

b. The applicable Order Acknowledgment (the “**Order Acknowledgment**”) together with these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

c. The Proposal to which these General Terms and Conditions are attached may be considered firm for the period defined in the Proposal, and if not defined therein, for a period of thirty (30) days from the date the Proposal is received by Customer.

d.

2. Delivery.

a. The Products will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to the availability of the Products.

b. Unless otherwise agreed in writing by the parties, Seller shall deliver the Products to Buyer’s shipping address identified on the Order Acknowledgment (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Products. Delivery shall be made FOB Shipping Point. Buyer shall take delivery of the Products immediately upon their delivery to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.

c. Shipping and handling charges will be prepaid and added to the invoice. Fuel surcharge will be billed at time of shipment according to the market rate for that particular week as set by the Department of Transportation and our freight carriers. If a 3rd party freight company or freight collect methods are required, Getinge will charge a \$50.00 handling fee per shipment. Any additional expense for providing hydraulic lift gate for truck delivery, inside delivery, refused shipments, storage, redelivery, etc., will be an additional charge to Customer. It is Customer’s responsibility to store the delivered equipment, if necessary, at no expense to Getinge.

d. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

e. Title and risk of loss passes to Buyer upon delivery of the Products at the point of origin. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now

existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

3. Non-Delivery.

a. The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

b. The Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Products would in the ordinary course of events have been received.

c. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. Inspection and Rejection of Nonconforming Products.

a. Buyer shall inspect the Products within twenty-four (24) hours of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Products**" means only the following: (i) the product(s) shipped are different than the Products; or (ii) the labels on or packaging of the product(s) actually shipped incorrectly identifies its contents.

b. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price (as defined below) for such Nonconforming Products, 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 Products to Seller's facility located at 14 Thurber Boulevard, If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point.

c. Buyer acknowledges and agrees that the remedies set forth in Section 4(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 4(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Seller.

5. Price.

a. Buyer shall purchase the Products from Seller at the respective prices (each a "**Price**" and, collectively, the "**Prices**") set forth on the Order Acknowledgment.

b. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Payment Terms.

a. Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. In the case of custom-built equipment, Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer shall make all payments hereunder in US dollars. All wire transfers will incur an additional \$35.00 handling fee. Credit card orders will incur a 4% processing fee.

b. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof. In the event Buyer fails to pay any invoiced amounts due to Seller within thirty (30) days from the date of Seller's original invoice on four separate occasions within a six (6) month period, payment in full for any of Buyer's orders of Seller's products thereafter shall be due and payable to Seller in cash at the time Buyer submits a purchase order (a "Cash Payment In Advance") and Seller shall not ship products to Buyer without receiving a Cash Payment In Advance.

c. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

7. Disclaimer of Warranties.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE PRODUCTS ARE PROVIDED AS IS WITH ALL FAULTS.

a. All equipment, with exception of OEM products, is warranted to be free of defective material and workmanship for one (1) year from the start of the warranty period, unless otherwise specified. Replacement of defective parts and coincidental labor during the warranty period is provided for under warranty. Start-up of equipment by other than an authorized Getinge representative will void any warranty.

8. Limitation of Liability.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT OR DEFECTIVE PRODUCTS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR CLAIMS FOR INDEMNIFICATION, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GETINGE FOR PRODUCTS SOLD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9. Insurance. Getinge and Customer each agree to maintain the following insurance coverages with licensed insurers with a minimum A.M. Best rating of "A" with the following minimum limits: (a) Commercial general liability, including products liability and completed operations coverage, with a least \$1,000,000 each occurrence and \$3,000,000 general aggregate; (b) Automobile liability coverage for all owned, non-owned, and hired vehicles, with at least \$1,000,000 each occurrence; and, (c) Workers compensation insurance in amounts that satisfy applicable statutory limits. Upon request, Getinge shall provide to Customer a certificate or other evidence of insurance in form and amounts in compliance with this section.

10. Compliance with Law. Getinge T&Cs are governed by the State of NY without regard to its conflict of laws principles.

11. Termination. If a firm contract of sale is cancelled by Customer, a ten percent (10%) cancellation fee will be charged to Customer, except in the case of custom-built products which will be subject to a cancellation fee equal to costs incurred plus a reasonable allowance for Getinge's overhead and profit on those costs.

12. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in a writing expressly identified as a waiver and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Confidential Information. Each party agrees to keep confidential any non-public information of the other party received in any form, including without limitation, these Terms and Conditions, any Product instructions for use or documentation, and any line-item Product pricing and discounts. Each party will treat confidential information with the same degree of care as it keeps its own confidential information, but in no event with less than reasonable care.

14. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term

of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 15 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. 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.

17. No Third-Party Beneficiaries. 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.

18. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision or rule (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York.

19. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the e-mail or physical addresses set forth on the face of the Order Acknowledgment or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by e-mail transmission or personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Section 7 ("Disclaimer of Warranties"), Section 8 ("Limitation of Liability"), Section 10 ("Compliance with Law"), Section 13 ("Confidential Information"), Section 18 ("Governing Law; Jurisdiction") and Section 21 ("Survival").

22. Indemnification.
General Indemnity. Each party shall, at its expense, indemnify, hold harmless and, at the other party's request, defend the other party and its directors, officers, employees and agents, from and against all losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arising out of

any third-party claims related to the indemnifying party's performance under this Agreement to the extent caused by any grossly negligent act or omission or willful misconduct of the indemnifying party, or its employees or agents, that contributes to: (i) any personal injury, sickness, disease, or death; (ii) any damage to, or destruction of, property of the indemnified party; or (iii) the indemnifying party's violation of any statute, ordinance, or regulation.

Infringement Indemnity. Getinge shall indemnify and hold harmless Customer and its directors, officers, employees, and agents, from and against all losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arising out of any third-party claims brought against Customer that the Products infringe any U.S. patent or copyright of such third-party. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of modifications of the Products made by Customer or any of its directors, officers, employees, or agents, or the Products' use with any items not sold by Getinge.

Indemnity Procedure. The indemnifying party shall defend, at its expense, any such third-party claims provided that: (i) the indemnified party gives the indemnifying party prompt notice in writing of the third-party claims and permits the indemnifying party, through counsel of its choice, to answer and defend such claims; and (ii) provides all needed information, assistance, and authority, at the indemnifying party's expense, to enable them to defend such claims. The indemnifying party shall not be responsible for payment of any amounts under any settlement made without its prior written consent. In settling any claims hereunder, neither party shall be entitled to admit any liability on behalf of the other party.

Limitations of Indemnities. Notwithstanding the foregoing, neither party shall have any indemnification obligation to the other, to the extent: (i) the Products are used in a manner inconsistent with their instructions for use, Product labeling, or other Product documentation, including the use of the Products with any attachments, systems, or devices not identified in the instructions for use as compatible; (ii) any modifications of the Products made by Customer or any third-party, or (iii) the losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arose as a result of the indemnified party's gross negligence or willful misconduct.