

Terms and Conditions of Sale

Effective: August 16, 2021

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

1. Applicability and Acceptance - This Agreement contains the terms and conditions that apply to your ("you" or "Buyer") purchase from Restek Corporation ("we," "us," "our," or "Seller") on orders for products and services. By placing an order or accepting delivery of the products or services described on the quote, proposal, or invoice, Buyer agrees to be bound by and accepts these terms and conditions ("Terms"). If a written contract signed by both Buyer and Seller is in existence covering your purchase, these Terms shall be construed to supplement the terms of such written contract but only to the extent that these Terms are not inconsistent with such written contract. In the event of any conflict between these Terms and the terms of any such written contract signed by Buyer and Seller, the terms of the signed, written contract between the parties shall take precedence and prevail. These Terms are subject to change without prior written notice at any time at Restek's sole discretion.

These Terms cannot be altered, supplemented, or amended by any terms or conditions proposed by you or provided with your order or acceptance of any quote or proposal. Acceptance of our quote or proposal is expressly conditioned on acceptance of these Terms. Any attempt to alter, supplement, or amend these Terms, or to enter an order for products or services that are subject to additional or altered terms and conditions proposed by you, are hereby deemed to be material alterations and notice of objection to them is hereby given. To the extent that these Terms are deemed an acceptance of any order that you placed, then such acceptance is conditioned on assent to these Terms and rejection of any separate terms or conditions set forth in the order.

The agreement of the parties shall consist of (a) any quote or proposal provided by Seller; (b) the basic provisions of any Order or Purchase Order accepted by Seller as to product description, price, quantity, and delivery, not including any preprinted terms and conditions; (c) these Terms; (d) any written modification or alteration of these Terms signed by both parties; and (e) any written contracts signed by both Buyer and Seller covering Buyer's purchase (collectively, the "Agreement").

2. Acceptance of Orders - Orders are not binding upon Seller until accepted by Seller. As used in these Terms, "acceptance" by Seller shall mean written acceptance or the actual shipment to Buyer of the order. No other action by us prior to shipment will constitute acceptance. Seller reserves the right at any time after receipt of Buyer's order to accept or decline Buyer's order for any reason. Seller reserves the right at any time after receipt of Buyer's order, without prior notice to Buyer, to supply less than the quantity Buyer ordered of any item.

3. Changes - Buyer may not cancel an order after the order has been accepted by Seller unless such cancellation is agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges including, but not limited to, storage and shipment costs, costs of producing nonstandard materials, costs of purchasing nonreturnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from any cancellation of an order by Buyer that is permitted by Seller.

4. Risk of Loss - When an order is placed and accepted, it will be shipped to an address designated by the Buyer as long as that shipping address is compliant with any shipping restrictions contained in these Terms. All risk of loss and title for all items purchased from Seller pass to Buyer upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. Seller shall not be liable for any failure or delays in delivery or performance including, but not limited to, delays caused by unavailability or shortages of product components from Seller's suppliers, natural disasters, acts of God, pandemics, epidemics, acts of war, acts or omissions of Buyer, fire, strike, riot, governmental interference, unavailability or shortage of materials, labor, telecommunications, fuel, or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, transportation failures, computer-related transmission failures, or any other cause whatsoever. Buyer expressly assumes the risk of any delay in delivery.

5. Claims - Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects, or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer fails to notify Seller within ten (10) days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

Goods ordered in error may be returned if approved by Seller but will be subject to a 10% restocking charge.

6. Payment - Payment will be due net thirty (30) days from date of invoice. If other payment terms are specified on the Order Acknowledgement or Invoice, payment shall be made in accordance with those terms and conditions. If Buyer's credit has not been established with Seller, terms may be payment in advance or C.O.D. Items are shipped by a fast/standard method unless otherwise specified, with shipping and handling charges and insurance prepaid added as a separate charge on your invoice. A 1.5% per month service charge is added to delinquent accounts until all principal amounts are paid in full. Seller reserves the right to impose this service charge even if such is not invoiced to Buyer. Additionally, if you fail to timely pay any amount due to Seller under the Agreement, Seller reserves the right to stop the fulfillment and shipment of orders until all delinquent amounts are paid in full and/or to require full or partial payment in advance from you for orders. In the event that it becomes necessary for Seller to incur collection costs or institute a suit to collect any amount due and payable, Buyer agrees to pay such additional collection costs, charges, and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection. All payments shall first be applied to interest, cost and expenses of collection, and then principal.

7. Pricing - Prices shown are in U.S. dollars and are subject to change. Taxes, shipping, and handling charges are additional. Buyer should call for current prices if it requires this information prior to placing an order. Seller guarantees its written U.S. domestic quotes for 90 days. When placing an order, Buyer should reference Seller's quote number. If Buyer places an order by phone, Seller will confirm its current price at that time. Seller will attempt to provide accurate pricing and information. Seller does not warrant that any product, service, description, photograph, pricing, or other information is error-free. In the event of an error regarding pricing, Seller reserves the right to correct such error and revise Buyer's order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Buyer's sole remedy in the event of such error is to cancel its order and obtain a refund.

8. WARRANTIES - SELLER WARRANTS SELLER'S BRANDED PRODUCTS, EXCEPT THOSE SPECIFICALLY EXEMPTED, TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR NINETY (90) DAYS FROM THE DATE OF SHIPMENT. THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER OF THE PRODUCT AND IS NOT TRANSFERABLE.

DURING THE WARRANTY PERIOD, SELLER WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR RETURN TO PURCHASER THE PRICE OF THE ITEM. THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCTS THAT HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR SERVICE OR MODIFICATION BY ANYONE.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHICH ARE EACH HEREBY DISCLAIMED BY SELLER), AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. IN THE EVENT THE PRODUCT IS NOT FREE FROM DEFECT AS WARRANTED ABOVE, THE BUYER'S SOLE REMEDY SHALL BE AS PROVIDED ABOVE.

THIS WARRANTY SHALL NOT BE APPLICABLE TO THE EXTENT THAT ANY PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW THAT CANNOT BE PREEMPTED. FOR PRODUCTS SUPPLIED BY, BUT NOT MANUFACTURED BY, SELLER, THE WARRANTY IS LIMITED BY THE TERMS OF THE ORIGINAL MANUFACTURER'S WARRANTY.

9. LIMITATION OF LIABILITY - UNDER NO CIRCUMSTANCE SHALL SELLER, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, COUNSEL, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY DAMAGES OR INJURY WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL THAT RESULTS FROM THIS AGREEMENT OR ANY INFORMATION, CONTENT, OR PRODUCTS OBTAINED FROM SELLER. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SELLER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THE TOTAL LIABILITY OF SELLER TO BUYER FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION (IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR OTHERWISE) WILL NOT BE GREATER THAN THE AMOUNT BUYER PAID FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE LIABILITY. BUYER MAY BRING NO CLAIM AGAINST SELLER MORE THAN ONE (1) YEAR AFTER THE ACTION AROSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF SELLER IN SUCH JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY THE LAW THEREUNDER.

10. Buyer's Use of Products - Buyer shall use, and cause anyone under its control to use, all products supplied by Seller in accordance with any instructions and warnings provided with the products, and in compliance with all federal, state, and local laws, regulations, and rules, as well as all industry standards (collectively "Laws"). Products provided by Seller are not intended

for clinical use. Because Seller's products are not intended for clinical use, no claim or representation is made or intended for their clinical use. It is the user's responsibility to validate performance of the Seller's products for any particular use because the performance characteristics are not established. Buyer shall use all products in a careful and appropriate manner, and Seller assumes no responsibility if the products are misused in any way. Additionally, notwithstanding any other provision herein, Buyer shall not resell or distribute any products provided by Seller to any third party unless otherwise authorized by Seller in a separate agreement signed by the parties.

11. Buyer's Release and Indemnity - Buyer represents and warrants that it shall use all products ordered herein in accordance with Section 10, "Buyer's Use of Products," and that any such use of products will not violate any law or regulation. Buyer shall release, indemnify, defend, and hold harmless (collectively, "Indemnify") Seller and its parents, subsidiaries, and affiliates, and each of the affiliates, and each of their respective directors, officers, employees, agents, contractors, counsel, successors, and assigns (collectively "Indemnitees") of, from, and against all claims, demands, suits, judgments, liabilities, losses, and expenses, including counsel fees and disbursements (collectively "Claims"), arising from, related to, or caused by (a) the breach of any of these Terms by Buyer; (b) the negligent, reckless, intentional or other tortious act or omission of Buyer or anyone under its control; or (c) Buyer's violation of any Laws.

12. Returns - No returns will be accepted without prior authorization and are subject to preapproval by Seller.

- If you have a problem with a product's function (e.g., won't perform properly, results do not match our literature, instructions unclear), you should contact Technical Service. Call 1-800-356-1688 / 1-814-353-1300, ext. 4, or email us.
- If you have a problem with your order (e.g., wrong part or quantity, broken or damaged item, missing items), you should contact our Returns Coordinator. Call 1-800-356-1688 / 1-814-353-1300, ext. 2146, or email us.

This procedure will prevent delays and enable us to resolve the situation to your satisfaction. We are not liable for goods returned without authorization. Returns must be sent through a traceable carrier.

13. Technical Assistance - At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. Seller makes no warranties of any kind or nature, express or implied, with respect to technical assistance or information provided by Seller or Seller's personnel. Any suggestions by Seller regarding use, selection, application, or suitability of the products shall not be construed as an express warranty unless specifically designated as such in writing signed by an officer or other authorized representative of Seller.

14. Governing Law - These Terms and the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law rules. Subject to the provisions of Section 17 below, jurisdiction to resolve any dispute regarding these Terms, the Agreement, and/or any dispute between the Seller and Buyer is exclusively and irrevocably held by the state and federal courts of the Commonwealth of Pennsylvania, located in the County of Centre, and the federal courts for the Middle District of Pennsylvania. The parties hereby expressly exclude the applicability of the United Nations Convention for the International Sale of Goods if the same would otherwise apply hereto.

15. Assignment - Buyer shall not assign any rights or duties under these Terms or the Agreement without the prior written consent of Seller.

16. Export Sales - The Agreement is subject to United States export laws and regulations controlling the export, reexport, or retransfer of items including commodities, software, or technology (collectively, "U.S. Export Controls"). These U.S. Export Controls include the U.S. Department of Commerce's Export Administration Regulations (EAR), the Department of State's International Traffic in Arms Regulations (ITAR), and the various economic sanctions programs administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC). Buyer agrees that it will not export, reexport, retransfer, or otherwise divert such items contrary to the licensing requirements of U.S. Export Controls and/or any other provision of United States law. Buyer expressly acknowledges and agrees that it will not export, reexport, or retransfer such items to any party or person within a country that is subject to comprehensive U.S. economic sanctions or a trade embargo without prior authorization from the United States Government. The list of countries subject to United States economic sanctions or embargoes may change from time to time. Buyer also acknowledges and agrees that it will not export, reexport or retransfer such items to entities or persons ineligible to receive such items under U.S. Export Controls, including but not limited to, any person or entity identified on the U.S. Treasury Department's Specially Designated Nationals List (See: www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx), or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List (See: www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern). In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

If Buyer is a distributor or reseller of Restek products, Buyer further agrees to incorporate the provisions contained herein regarding compliance with U.S. Export Controls in any contract or sales agreement with Buyer's customers. For the avoidance of doubt, nothing in this Section 16 shall be construed to negate the restriction set forth in the last sentence of Section 10, which prohibits the resale or distribution of products by Buyer unless authorized by Seller in a separate written agreement.

17. Arbitration - Notwithstanding the provisions of Section 14, any dispute, controversy, or claim arising out of or relating to these Terms or the Agreement, or to a breach thereof, including its interpretation, performance, or termination, may, at Seller's sole discretion and election, be referred to and finally resolved by arbitration as provided in this Section as follows. Such arbitration shall be conducted in English and in accordance with the rules of the International Chamber of Commerce, which shall administer the arbitration. The arbitration shall be conducted by an arbitrator mutually agreed upon by Seller and Buyer, or if they cannot agree on an arbitrator, the arbitrator shall be chosen by the president of the International Chamber of Commerce. Such arbitration, including the rendering of any award, shall take place in Philadelphia, Pennsylvania, and if such arbitration is elected by Seller, it shall be the exclusive forum for resolving such dispute, controversy, or claim. For the purposes of such arbitration, the provisions of these Terms and the Agreement and all rights and obligations thereunder shall be governed and construed in accordance with the laws of Pennsylvania. In any such arbitration, the parties hereby expressly exclude the applicability of the United Nations Convention for the International Sale of Goods and the Limitations Periods stipulated therefor. The decision of the arbitrator shall be final and binding upon the parties hereto, and the expense of the arbitration, including, but not limited to, reasonable attorneys' fees, shall be awarded to the prevailing party. The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. The expense of collecting upon any judgment, including reasonable attorneys' fees, shall be awarded by any court of competent jurisdiction.

18. Recall Notices - If we have an email address provided by a representative of your organization on file, we will send any recall notices or other product notifications to that email address. If we do not have such an email address on file, we will send any recall notices or other product notifications to the "Ship To" address on the invoice.

19. Confidentiality - Buyer will maintain in confidence all Seller information disclosed by Seller to it or otherwise acquired by Buyer.

20. Anti-Corruption - Buyer represents and warrants that it will comply with the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and all other applicable anti-corruptions laws and regulations. Specifically, Buyer agrees that in the pursuit of its business activities, it shall not offer, promise, or make any payment or transfer anything of value, directly or indirectly, to any employee or official of any government, political party, official of a political party, candidate for public office, or any family member or close associate of such persons.

21. Entire Agreement - These Terms and the other documents making up the Agreement, including, for the avoidance of doubt, any written contract relating to Buyer's purchase that has been signed by both Buyer and Seller, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all other prior commitments, arrangements, or understandings, both oral and written, between the parties relating thereto. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of the Agreement, and Seller's acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of the Agreement. No representations have been made or relied upon in the making of the Agreement other than those specifically set forth herein.

22. Miscellaneous - Seller's failure to strictly enforce any term or condition of the Agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under the Agreement are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only, and they form no part of the Terms and shall not affect their interpretation. The Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.