

1. This order is subject to the terms and conditions stated herein and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Buyer's purchase order, and any other order documentation from Buyer, shall be deemed as confirmation only and shall not supplement, prevail over or supersede the terms and conditions stated herein; in the event of any conflict between the terms in Buyer's purchase order or any other order documentation from Buyer and these terms and conditions, these terms and conditions shall prevail..

2. ROECHLING MEDICAL LANCASTER, LLC ("Seller") shall not be liable or responsible to Buyer, nor shall be deemed in default under these terms and conditions, for any failure or delay in fulfilling or performing any term hereof, when such failure or delay is caused by or results from acts beyond Seller's reasonable control, including, without limitation, fires, floods, strikes or other industrial disturbances, accidents, wars, riots, insurrections, inability to procure materials or equipment, pandemics or other outbreaks of disease or any governmental responses thereto, government acts, laws, regulations or rulings including priorities, allocations, freeze or rationing orders, or any other contingencies beyond the control of seller, whether similar or dissimilar to the foregoing.

3. Promises of shipments are estimated as closely as possible and will be met if possible, but we assume no liability in case we are unable to do so. Items stated to be in stock are subject to prior sale. Seller may make partial shipments. Stock items ordered and shipped may be returned only with authorized approval from Seller. A 20% handling charge will apply to returned items.

Delivery shall occur, and risk of loss shall pass to the Buyer, upon delivery of the goods by the Seller to the carrier at the point of shipment. Transportation shall be at Buyer's sole risk and expense and any claim for lost, stolen, destroyed or damaged goods in transit shall be by Buyer against the carrier only. Seller need only make the Goods available for shipment at Seller's designated place of shipment. This delivery is FCA. The Seller's place of shipment (INCOTERMS 2020), with Buyer bearing all responsibility, liability, risks and cost of fulfilling export clearance formalities required for export from the United States ("FCA"). Tender of delivery will be at a reasonable hour, so that Buyer can take possession of the goods. Seller assumes no liability for loss or consequential damages due to delays.

4. If the goods are to specially designed or manufactured for the Buyer and are not suitable for sale to others in the ordinary course of the Seller's business, the contract is enforceable if the Seller has, under ordinary circumstances that reasonably indicate that the goods are for the Buyer, made substantial beginnings in their manufacture, design or commitments for the purchase before notice of Buyer's repudiation is received. If raw material, finished goods or other safety stock is required by Buyer or required in order to meet the Buyer's lead time demands, if Buyer terminates this order Buyer shall pay Seller immediately upon such termination for all such safety stock (unless, with respect to any raw material safety stock only, Seller has expressly identified to Buyer at the time this order has been placed that any raw materials will be otherwise usable by Seller on orders of other customers). If Buyer requests an extension of the delivery date under this order to a date that is more than six months after the delivery date originally agreed upon in this order, and if the Seller is willing to accept such request, the Seller has the right to charge the Buyer, in addition to any other fees, charges or other amounts, a fee in an amount equal to 10% of the Seller's inventory carrying cost for the inventory on

hand from the date of completion to the date of shipment.

5. Seller warrants, for a period of sixty (60) days from date of shipment that the items sold shall be free from defects in material and workmanship at date of shipment. This warranty shall not apply, and Seller shall not be liable for a breach of such warranty, to Goods that (i) have been damaged during shipping; (ii) have been subjected to accident or disaster, including without limitation, fire, flood, water, wind, and lightning, neglect, or abuse or misuse, or (iii) are not properly stored, maintained or handled under normal conditions.

THERE IS NO WARRANTY OF MERCHANTABILITY OR OTHER WARRANTIES BY SELLER EXPRESSED OR IMPLIED, OR ANY AFFIRMATION OF FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE DESCRIPTION OF THE GOODS ON THE FACE OF THIS ORDER, AND ALL SUCH OTHER WARRANTIES, WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, ARE HEREBY DISCLAIMED.

Seller's sole responsibility and liability, which Buyer acknowledges as its exclusive remedy, shall be limited to the repair or replacement, at Seller's option and expense, of part or parts not so conforming to the warranties. Seller's responsibility herein is subject to receipt of written notice from Buyer within the warranty period provided above and no later than twenty (20) days after such alleged defect becomes reasonably apparent to Buyer.

In no event shall ROECHLING MEDICAL LANCASTER, LLC be liable for incidental, consequential, indirect, special, exemplary, punitive or enhanced damages, lost profits or revenues, diminution in value or other similar types of damages, including without limitation, damages relating to productivity or the quality thereof.

6. In the event the goods to be furnished hereunder are claimed to be nonconforming or defective, the Seller shall be given ample opportunity for inspection or, upon request, shall be furnished with a sample of such goods and/or supplies or sufficient documentation of such defective operation or nonconformity of the equipment. The Seller shall be liable only to replace defective or nonconforming goods or to allow credit for such goods at his, her, or its option and shall not be liable for any transportation or installation charge, or other expense, or for any loss or damages of any kind, whether arising from delay, breach of warranty, or any other cause whatsoever. All goods shall be furnished subject to standard manufacturing and commercial variations and practices. Any claim must be made within sixty (60) days after receipt of the goods shipped hereunder. Buyer shall set aside, protect and hold such goods without further use until the Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, cured or scrapped by the Buyer without the express written authorization of the Seller.

7. All prices are stated FCA. Prices quoted do not include any federal, state or municipal "sales" or "use" taxes. All such taxes assessable on the material involved herein, or on its transportation cost will be for your account.

8. The Buyer and Seller agree that, notwithstanding anything to the contrary set forth herein, if a Sterile ETO processed Device can only be processed once, Seller shall not be obligated in any manner whatsoever to reprocess such Device or otherwise liable in any way for the Device.

9. Prices are subject to change without notice.

10. The Buyer is notified of shipment upon receipt of the invoice. In case of a lost shipment, Seller must be notified in writing

within 30 days of invoice date of not having received the goods.

11. Seller retains all exclusive right, title, interest, power and authority to all of its intellectual property, whether incorporated into the Goods or used by Seller in the manufacture of the Goods or its performance with respect to this order, and Buyer shall not obtain or be deemed to have received any license or rights in such intellectual property.

12. Unless otherwise specifically set forth in a document originating from Seller, Buyer shall pay all amounts invoiced by Seller to Buyer within thirty (30) days from the invoice date, time being of the essence, and without setoff, withholding, counterclaim, abatement, or other deduction. Buyer shall make all payments in U.S. dollars by wire transfer or other method accepted in writing by an authorized representative of Seller, without deduction or setoff for any bank or other transaction fees. In the event that Seller determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that Buyer is not credit worthy or is unable to pay its debts as they fall due, Seller may change the payment terms upon notice to Buyer, including requiring payment be made by cash in advance of shipment. A late charge of 1.5% per month (18% per annum) will be applied to any past due invoices.

13. Buyer acknowledges that the Products are products of the United States of America and that the export, use, transmission, resale, or other transfer of the Products are governed by the laws and regulations of the United States of America. Buyer agrees that it shall not take, export, resale, or transmit any Product to any other country or entity in violation of such laws and regulations.

14. Buyer shall defend, indemnify, and hold Seller and its officers, directors, agents, representatives, employees, suppliers, and affiliates harmless from any and all sums, claims, costs, duties, suits, actions, losses,

damages, legal fees, obligations, liabilities, and liens arising out of (i) Buyer's purchase, use, possession, ownership, operation, condition, resale, transfer, export, transportation or disposal of the Goods, (ii) Buyer's violation or alleged violation of any foreign, federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety and labor practices, (iii) Buyer's negligent acts or omissions to act, and (iv) Buyer's breach of these terms and conditions.

15. These Terms and Conditions and the sale of Goods hereunder shall be deemed an agreement and transaction made in and under the laws of the Commonwealth of Pennsylvania, and for all purposes shall be constructed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in Lancaster County, Pennsylvania.