

**TERMS AND CONDITIONS OF PURCHASE
BELINTRA SMARTFOLD STERISYSTEM**

The following terms will apply to all purchases of SMART-FOLD* Belintra Sterisystem™ storage, transportation and accessories units (“Products”) and services directly related to the installation thereof.

1. **ACKNOWLEDGEMENT AND ACCEPTANCE.** Each purchase order issued by Buyer (“Order”) is an offer to Seller for the purchase by Buyer of Products, services, or Products and services and is governed by these Terms and Conditions of Purchase (“Terms”). The Order supersedes all prior agreements, orders, quotations, proposals and other communications regarding product or service codes covered by the Order, except that a signed prior agreement (such as an award letter, Supply Agreement, Statement of Work or Non-Disclosure Agreement, referenced herein as a “Prior Agreement”) will continue to apply and govern to the extent the terms therein do not conflict with these Terms.
2. **PAYMENT TERMS.** All payments shall be due sixty (60) days from date of invoice. Acceptable forms of payment include check and EFT/ACH
3. **INVOICING AND FREIGHT.** Except as expressly stated in the Order under the heading “Freight,” the price of Products includes storage, handling and packaging, and all other expenses and charges are the responsibility of the Buyer. Except as otherwise stated in the Order, the shipping terms are F.O.B. Buyer’s designated facility. The total price also includes all applicable duties and taxes except for any governmentally imposed value added tax (VAT) which must be shown separately on Seller’s invoice for each shipment. Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Otherwise, such costs shall be the responsibility of Buyer.
4. **SHIPMENT, RISK OF LOSS, AND DELIVERY.** “Seller will provide Buyer with an email notification within 24 hours/1 day AFTER product has shipped, describing the bill of lading, mode of shipment, carrier and estimated time of delivery. Seller shall provide to Buyer, in a reasonable timeframe, a checklist (if applicable) of required steps to prepare the installation site. Acceptance of late shipments by Buyer will not be deemed a waiver of the Buyer’s right to hold Seller liable for any loss or damage resulting therefrom, nor will it modify the Seller’s obligation to tender future shipments in accordance with the applicable schedule. The Products will be packed and marked by Seller to assure safe arrival at destination in an undamaged condition under proper handling. After the Products have been delivered to a carrier for transportation to Buyer, Seller shall transmit the Bill of Lading to Buyer and Buyer’s address set forth on the Order. Seller may not without Buyer’s prior consent, ship Products in lots from time to time unless the Order provides for such periodic shipping. The cost of shipping and insurance for the Products shall be the responsibility and paid for by Seller. Seller shall have the responsibility for and expense of preparing and filing claims against carriers for loss or damage to Products in transit. Unless otherwise, explicitly provided for in an Order, title and risk of loss to Products shall pass to Buyer upon delivery to Buyer’s designated facility.
5. **FORCE MAJEURE.** Seller shall not be liable for delay or failure to perform which results from any occurrence or event which is not reasonably foreseeable and which is beyond its reasonable control, including but not limited to, acts of God, civil commotion, enemy action, epidemic, explosion, fire, flood, insurrection, strike, lockout or other labor trouble or shortage, natural catastrophe, riot, unavailability or shortage of material, equipment or transportation, war, act,

demand or requirement of law of the Government of the United States or any other competent governmental authority, or other similar cause beyond Seller's control, if Seller makes reasonable efforts to remove or overcome the effects of such occurrence or event. Seller must timely inform Buyer of such occurrence by written notice.

6. **WARRANTIES.** Buyer acknowledges that Seller is not the manufacturer of the Products that are sold pursuant to these Terms, and Seller disclaims all warranties (express or implied) with respect to the Products, including warranties of non-infringement, title, merchantability and fitness for a particular purpose. Buyer will look solely to the manufacturer of the Products for the warranty thereon. Seller warrants that it shall not do anything to interfere with the original manufacturer's warranty. If, because of a defect in workmanship or material, any Products fail to perform in accordance with the manufacturer's warranty, Seller will reasonably assist Buyer in obtaining a repaired or replacement Product from the manufacturer. The Belintra Limited Lifetime Warranty is attached to these Terms as Attachment 1.
7. **RETURNS.** Returns of Products shall be in accordance with the terms of the Return Goods Policy attached to these Terms as Attachment 2.
8. **CONFIDENTIALITY.** Each party (a "Receiving Party") shall keep confidential and shall not disclose to any third party all confidential or proprietary information of the other party (the "Disclosing Party"), including documents, data or other information regarding the Disclosing Party's non-public business affairs and trade and operating secrets ("Confidential Information"), including pricing, that becomes known to it in the course of its performance under these Terms and any Prior Agreement, and shall not use the Confidential Information for purposes other than performance under these Terms and shall not permit the Confidential Information to be disclosed or made available to any other party nor to be copied or reproduced by itself, its agents, representatives or employees, and take all necessary precautions against theft, loss, duplications not authorized by the Disclosing Party in writing or wrongful distribution. Each party further undertakes to impose, within the statutory limits, the same confidentiality obligations on its employees and subcontractors who gain knowledge of such information. The above confidentiality obligations do not apply to such data and information which the Receiving Party can show: (a) at the time of its disclosure, was part of the public domain; (b) prior to its disclosure, was known to the Receiving Party; (c) after its disclosure, became part of the public domain without any act on the part of the Receiving Party; (d) after its disclosure, was made accessible to the Receiving Party by a third party in a lawful manner and without restriction in terms of secrecy or use. If a court requires the Receiving Party to disclose any Confidential Information, the Receiving Party may disclose as required, but only after (i) using its best efforts to limit the disclosure and asking the court for confidential treatment or a protective order for the information; and (ii) giving the Disclosing Party reasonable notice and opportunity to participate in the court proceeding. All Confidential Information must be returned to the Disclosing Party upon request, and the Receiving Party shall retain no copies or duplicates except as may be required applicable law or regulation.
9. **BUYER DATA AND DRAWINGS.** All specifications, blueprints, documentary technical know-how, instructions, molds, models, casts, formulas, sketches, drawings, designs, customer lists, promotional copy, mailing labels, manufacturing procedures and processes and employee lists supplied to Seller under this Agreement (and all rights to reproduce or republish any of the foregoing), hereafter "Property" (i) shall be and remain the sole property of Buyer except for exclusive designs developed by Seller prior to the Effective Date, (ii) shall be treated as confidential in accordance with Section 8 and (iii) unless otherwise agreed to by Buyer in

writing, shall be returned to Buyer upon completion of production or processing or earlier upon demand.

10. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all Federal and State laws, rules and regulations to the extent applicable to Seller's performance under these Terms.
11. **INDEMNITY.** Seller agrees to indemnify, defend and hold Buyer harmless from all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted (hereinafter "Loss"), arising out of or resulting from any breach by Seller of these Terms or the warranties set forth herein.
12. **COMPLETE AGREEMENT.** These Terms, any Order issued hereunder, and any Prior Agreement are the only terms and conditions governing the relationship between the parties. Reference to Seller's or Buyer's bids or proposals, if noted in any Order, shall not affect the provisions hereof.
13. **GOVERNING LAW; VENUE.** These Terms are to be governed and construed according to the laws of the state of Georgia without regard to the rules of any jurisdiction with respect to conflicts of law. The parties agree that any controversy arising under this Agreement shall be determined by the courts of the state of Georgia.

Attachment 1

Belintra Limited Lifetime Warranty

Belintra warrants to the original purchaser that its Proprietary Products will be free from defects in workmanship or materials under normal use and service for the life of the product, so long as owned by the original purchaser, according to the limitations set forth below.

Defective products shall be repaired or replaced at Belintra's option at no cost to the original purchaser provided:

- The customer must obtain a written return authorization supplied by Halyard's customer service department. The product must be returned, properly packaged, with a copy of the original sales receipt and copy of the RMA authorization. Please call **1-844-HALYARD (844-925-9273)** or email **belintraorders@hyh.com** to receive a return authorization.
- The customer must pre-pay freight charges to and from Belintra and must ship merchandise properly packaged, in a way the product will not be damaged during transit to the factory. Belintra does not warranty any freight damage to or from the factory. It is the customer's responsibility to inspect the product for packaging damage before signing the BOL.
- This warranty does not apply to products, which have been subject to abuse, misuse, accident, modification, alteration, tampering, negligence, lack of routine maintenance or misapplication; or products that have been repaired by other than Belintra or its authorized representatives.
- Component parts not manufactured by Belintra, such as casters, caster inserts, any components made from rubber or plastic, circuit boards, electrical switches and other components are also excluded.
- For these component parts, Belintra will pass on the original manufacturer's warranty to Belintra/Halyard equipment original purchasers. Please consult factory for questions regarding the warranties of these component parts. This warranty does not apply to custom fabricated products. Consult factory.
- UNLESS EXPRESSLY SET FORTH IN THIS WARRANTY, THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF FITNESS AND/OR MERCHANTABILITY OR ANY OTHER WARRANTY IMPLIED BY CUSTOM, USAGE OR COURSE OF DEALING.
- Liability of Belintra under this warranty is limited to the repair and/or replacement of any products. Belintra specifically excludes and disclaims any responsibility for any

incidental or consequential damages claimed to have arisen from any defect in workmanship or materials. Halyard shall have no liability under this warranty.

- No representative has any authority to change or enlarge the above warranty or Belintra liability.
- This document supersedes all previous warranty provisions.

Attachment 2

Returns Goods Policy

Authorization

All returns must be authorized by Halyard prior to return. Customer must request a Product return within 60 days of purchase. Return Goods Authorizations (RGAs) are valid for thirty (30) days. RGAs may be arranged either by phoning Customer Service at 1-844-HALYARD (1-844-925-9273) or via email at belintraorders@hyh.com. Unauthorized returns may be returned by Halyard to customer at customer's expense, destroyed by Halyard at Halyard's discretion, or subject to additional charges without credit being issued to customer. This policy applies to all customers unless superseded by a separate written agreement that includes specific return goods terms and conditions.

Return Procedure

After obtaining an RGA, each return must include the following information:

- Customer's name, address and account number
- RGA number
- Original PO number or original Halyard order number
- Lot number and expiration dates where applicable

Return Policy

Defective and damaged products and products shipped in error are returnable with prior authorization. Non-defective products may be returned, provided customer has obtained prior authorization, if such products are still in original packaging and have not been opened or used. Freight and restocking may apply as noted in the Restocking Fee and Freight sections below. Product must be returned within sixty (60) days of receipt.

The following products will not be considered for return.

- Products purchased more than sixty (60) days prior.
- Special or custom products made to customer specifications or sold as non-returnable.
- Products returned in altered or damaged packaging, or in packaging other than original packaging.
- Returns prohibited by state law.
- Installation and delivery services.

- Please note Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned products and is subject to the other terms of this policy.

Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, customer is required to account for all receipts for all products delivered prior to customer's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the customer. The damaged products must remain in the original carton, in the event inspection is required by the carrier. Customer must notify Halyard of any damages in transit or product shortages and request an RGA within sixty (60) business days of receipt, or Halyard shall have no obligation to process credit or arrange for product replacement. Contact Halyard Customer Service at 1-844-HALYARD or via email at Belintraorders@hyh.com to report damages or shortages.

Products Shipped in Error by Halyard

Customer must notify Halyard of any shipping errors or disputes and request an RGA within sixty (60) business days of receipt. Products shipped in error by Halyard are freely returnable for full credit (if applicable), provided that such returns are unopened and made within sixty (60)  of receipt.

Defective product

Defective product, properly noted damaged product and returns that are the result of a Halyard error may be returned at Halyard's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee

A 25% restocking fee will apply to all returns other than defective, damaged and product shipped in error.

Freight

All freight costs will be the responsibility of the buyer.