

U.S. TERMS FOR SALE

1. Additional or Different Terms. These terms of sale ("TOS") are subject to any related signed agreement between Advanced Sterilization Products Services Inc. (the "Seller" or "ASP") and the Buyer and/ or an agreement with a GPO or IDN that Buyer is an affiliated member (the "Buyer"). Absent any such agreement, this instrument constitutes an offer by the Seller to sell the products covered by this Quote ("Products") at the price and subject to all terms stated in this Quote. The Buyer may not modify any terms of these TOS, and the Seller hereby objects in advance to any additional or different terms proposed by or on behalf of the Buyer in any instrument requesting or confirming this Quote. No course of dealing between the parties shall be effective to amend or waive any provision of this Quote. Acceptance by the Buyer of the Products will constitute acceptance of these TOS and an express waiver by the Buyer of any additional or different term that it had previously proposed. Terms that are printed on or contained in a purchase order ("PO") or other form prepared by Buyer which is additional to, in conflict with or inconsistent with these Standard Terms of Sale shall be considered to be inapplicable and shall have no force or effect.

2. Price. The prices of the Products are listed on the Quote. Prices quoted are firm for 30 days from the date of quotation by Seller or as expressed in the Quote, with the exception that Seller reserves the right to correct any and all typographical errors. Seller has the right to increase its prices at any time upon notice to Buyer to reflect any increase in Seller's costs, including, but not limited to, an increase in the cost of materials, cost of labor, inflation rate, foreign exchange rate and any other changes in economic or market conditions. If Buyer requests and Seller agrees to any changes in Buyer's order after its receipt by Seller, Buyer shall pay all charges reasonably assessed by Seller with respect to those changes. Any change to the Products by Buyer will permit Seller to re-quote the Products in their entirety. In the event that any change to the Products results in the obsolescence of any raw material or supplies reasonably purchased by Seller, Buyer shall pay for such costs prior to the delivery of any modified Products. These conditions shall apply to all POs or releases issued by Buyer regardless of their nature of being a requirement, serial, blanket, or open PO.

3. Returns. All returns are subject to the terms of Seller's Domestic Return Policy, which are hereby incorporated by reference into these TOS. The Buyer may only return Products for credit if the Seller or one of its affiliates has previously authorized that return in accordance with the terms of Seller's Domestic Return Policy.

4. Adjustments. If the Buyer believes the invoice from the Quote contains any errors, it must notify the Seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. If the Buyer wishes to make a claim for loss or damage to any Products as a result of shipment, it must include a copy of the delivery receipt. In the event a Quote has not been provided, the standard terms of sale still apply.

5. Delivery; Transfer of Title. Products will be delivered, subject to availability, in accordance with the terms of the relevant Quote. Delivery of Product will be F.O.B. Origin, prepaid and added to invoice. Title of such Product occurs upon transfer of Product from Seller to the carrier. Buyer shall pay for all freight related costs for Product. Any and all shipping costs shall be transferred to Customer, as well as subsequent shipping charges incurred (including delivery address corrections). Partial deliveries are permitted. Seller shall not be liable for any delays, loss, or damage in transit. 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 non-delivery within 5 days of the date when the Products would have been received as per the purchase order. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the Quote respecting such Products to reflect the actual quantity delivered.

6. Security Interests. The Buyer hereby grants the Seller a security interest in all Products as security for payment of all amounts due under this Quote. The Buyer shall assist the Seller in perfecting that security interest by signing at the Seller's request appropriate documents

(including without limitation Form UCC-1 financing statements) and cooperating with the Seller (at the Seller's expense) in taking any further actions reasonably necessary to perfect that security interest. The Buyer's nonpayment of any amounts due under this Quote, will entitle the Seller to all remedies of a secured creditor under the Uniform Commercial Code.

7. Option to Accelerate. The Seller may by written notice to the Buyer demand that the Buyer immediately pay all amounts due under this Quote in the event of the insolvency, bankruptcy, reorganization, receivership, or liquidation by the Buyer or if the Seller believes in good faith that the prospect of the Buyer paying those amounts has or is likely to be impaired. By accepting the Products, the Buyer is representing that it is not then insolvent within the meaning of Title 11, United States Code, or any similar federal or state law.

8. Payment. In addition to paying the Quoted price, within thirty (30) days from date of invoice, the Buyer shall pay any tax, duty or other fee imposed on this transaction by any federal, state, or local governmental authority. If the Seller is required to prepay any such tax, duty or other fee, the Buyer will reimburse the Seller the amount of that tax, duty, or other fee. All prices are exclusive of 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 under this Quote. Non-exempt Buyer must provide tax exempt certification at the time of purchase order. If payment is not received within thirty (30) days from date of invoice, 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. In addition, Seller shall be entitled to suspend delivery of any Products and/or Services if Buyer fails to pay any amounts when due hereunder and if such failure continues thirty (30) days following written notice thereof. In the event, the account is transferred to a 3rd party collection agency, Seller reserves the right to recoup all unpaid invoices, late fees and legal fees.

9. Cost Reporting. The Buyer acknowledges that it is required by law to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, any discounts, rebates or other price concessions) of any Product and on request, provide to the U.S. Department of Health and Human Services and any state agencies any Quotes, coupons, statements, and other documentation reflecting such costs. The Buyer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price available hereunder. In preparing any cost reports, the Buyer may be required to evaluate as a discount the value of any product listed as \$0.00 on any Quote. The Buyer should not include as a discount for cost-reporting purposes the value of any item that is designated as a sample or that the Buyer knows constitutes a sample, and it should not seek reimbursement for any such items. The Seller recommends that the Buyer retain a copy of this Quote and any other documentation provided by the Seller regarding any price concessions under this Quote. The Buyer may request additional information from the Seller to meet the Buyer's reporting or disclosure obligations, by writing to the address on the reverse side.

10. Intellectual Property. Seller reserves all rights in its intellectual property whether or not any such intellectual property is subsumed in any Product provided to Buyer, and nothing contained herein will be construed as granting Buyer any ownership interest or other rights to the intellectual property of the Seller.

11. No Resale. The Buyer must use the Products and Services solely for the benefit of patients, staff, employees, students and their respective dependents. The Buyer will not resell any Products and Services, including, without limitation, in retail outlets or to any affiliate. If the Buyer is the Seller's authorized distributor, the Products are for resale pursuant to a signed agreement between Buyer and Seller.

12. Import/Export. Seller's Products including software, spare parts, technical information, technology, services ("Products") and its affiliates are subject to U.S., E.U., and other countries' export controls and

sanction laws and regulations. This includes but is not limited to the U.S. Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce, and the Foreign Assets Control Regulations ("FACR") administered by the Office of Foreign Assets Control ("OFAC"), U.S. Department of Treasury. These laws and regulations apply to all transactions including domestic sales or distribution and restrict to whom and to which countries Products can be sold, distributed, serviced, and used directly or indirectly in a manner which would violate these laws and regulations. Governmental authorities may prohibit the sale, supply, transfer, transship, export, re-export ("Export") or diversion of certain Products to certain parties or countries. Buyer warrants that it will at all times comply in all respects with the applicable laws and regulations and shall not Export any Products, directly or indirectly, except as authorized by these regulations. Buyer further warrants that it will not take any action that will cause a violation of the applicable regulations. Buyer shall supply ASP on a timely basis with all information and documentation requested by ASP to permit ASP to apply for and obtain any licenses that may be required for the Export of Products. ASP is not obligated by the terms of this Agreement to submit any license applications to the competent authorities, and the decision to submit any such license application shall be made in the sole discretion of ASP. If a license application submitted by ASP is denied, the relevant purchase order shall be considered as cancelled (in whole or in part, depending on the case) and ASP shall not be held liable for any damages or compensation to the Buyer.

Buyer agrees it will not directly or indirectly export or transfer Products to any sanctioned destination, entity, or person. This includes (1) sanctioned countries, current list consists of Belarus, the Crimea and the so-called Donetsk People's Republic and Luhansk, People's Republic region of Ukraine, Cuba, Iran, North Korea, Russia, or Syria. The U.S. government, E.U. and other countries update list of countries from time to time; or (2) sanctioned entities or persons ("entity/ies") listed on or owned or controlled 50% or more by any party entity listed on any EAR or OFAC Denied Parties List, Entities List, Specially Designated National List, Foreign Sanctions Evaders List, Unverified List and/or the Consolidated List of Persons (reference resources such as the Consolidated Screening List ("CSL"), which can be searched here: <https://www.export.gov/csl-search>), and Groups and Entities subject to the E.U. financial sanction, any national E.U. Member State designed parties list, the Consolidated List of Financial Sanctions Targets in the UK, or similar applicable lists of restricted parties as updated from time to time. Buyer also agrees it will not directly or indirectly export or allow to be exported any Products to any party if the Buyer knows that the third party is a military or military-intelligence end-user or if the Buyer knows that the third party will use that Product in any military or military-intelligence end-use. Military End Use includes incorporation of any item into any military item, use of any item in supporting or contributing to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production, of any military items, or use in a plant for the production of military items.

Products may also be subject to import laws and regulations which may require registration, licensing, or other authorizations for import into certain countries. It is Buyer's responsibility to determine and comply with local import requirements. In the event Buyer is responsible for importation, Buyer shall at its own expense be responsible for obtaining all commercial licenses and permits, paying any customs charges, duty fees and taxes, and for satisfying any formalities that may be required for the implementation of this Agreement and/or the customs clearance, importation, sale, marketing, distribution and support of Products into the Territory in accordance with the laws and regulations in force in the Territory.

Buyer shall indemnify and keep ASP, and any of its affiliates, indemnified from and against, and shall compensate and reimburse ASP for, all damages, costs, or losses, including reasonable attorney's fees, and reimburse ASP any penalties imposed on ASP by any governmental body, court or third party as a result of any violation by Buyer.

This section and Section 13 shall survive the expiration or termination of this Agreement.

13. Additional Compliance Measures Regarding Export Controls and Sanctions (applies to distributors only).

Distributors/Resellers agree that it shall only resell Products to parties located in the jurisdiction(s) specified in its written distributor agreement with Seller, and under no circumstances resell Product to parties located in, for further resale to, or for ultimate end-use in, any country/territory subject to comprehensive U.S. OFAC economic sanctions.

14. Force Majeure. The Seller is not liable for any loss, damage and delays in delivery, including delays due to product shortages, acts of nature, war, epidemics, pandemics, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control. In the event of a shortage of Product, the Seller reserves the right to allocate Products among their customers in any manner that they, in their sole discretion, determine is reasonable.

15. Compliance with Law. Buyer shall comply with all applicable federal and state laws and regulations in connection with the Products, including without limitation the Federal Food, Drug and Cosmetic Act, equal-opportunity laws, and fraud and abuse laws.

16. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Delaware.

17. Single-Use Products. The Buyer acknowledges the requirement that a Single-Use Product it purchases be used once and only once in delivering patient care is an express condition of the sale of the Product. All Product must be used in accordance with manufacturer specification and package inserts. The Seller conveys no right in such patented Single-Use Product other than the right to use those units once and only once. A "Single-Use Product" means any Product that is labeled "For Single Use" or "Single Use Only" or "Do Not Reuse" or otherwise labeled to indicate that the Product is to be used once and only once in delivering patient care. The Seller does not grant the Buyer or any other person or entity any license to reprocess, remanufacture, or reconstruct any patented Single-Use Product. In addition to other available remedies, the sale or use of any reprocessed, remanufactured or reconstructed patented Single-Use Product will be subject to available remedies for patent infringement.

18. Deductions. Seller will not accept any deductions on payment remittance.

19. Warranties. Any warranties provided by the Seller or any affiliate, as applicable, with respect to any Product are as described in the package inserts accompanying units of that Product on purchase. OTHER THAN AS SET FORTH IN THE PREVIOUS SENTENCE, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS (IMPLIED OR EXPRESS) ON THE PRODUCTS TO THE BUYER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION THOSE OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

20. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES of any kind including, but not limited to, loss of business, profit, revenue or good will arising from any failure or matter arising under this Agreement, nor shall any claim or recovery of any kind be greater than the purchase price of this Agreement to which such claim or recovery is made. IN ANY EVENT, THE AGGREGATE LIABILITY OF SELLER WILL NOT EXCEED ONE (1) TIME TOTAL AMOUNTS PAID HEREUNDER BY BUYER.

21. Assignment: Seller may assign this Agreement, including its responsibilities and obligations hereunder, to its affiliate. This Agreement shall not be assignable by the Buyer by operation of law or otherwise to any third party without the prior written consent of Seller.

22. Confidentiality. (a) Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: all information, pricing and terms relating to or contained in this agreement; all Product and Service data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this agreement; and all information derived from the foregoing. (b) Notwithstanding the above: (1) A party may disclose Confidential Information to the personnel within its organization and its legal and accounting advisors that require the Confidential Information in connection with the party's rights and obligations under this agreement, provided that the disclosing party requires any such recipient to use the information solely for these purposes and to keep it strictly confidential. (2) A party may disclose Confidential Information as required by law, provided that the disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party reasonably cooperates with the other party upon request in seeking relief from or limiting the disclosure. (3) The Seller may disclose this agreement and Confidential Information related to this agreement: to any prospective Buyer of rights with respect to a Product or Service, provided that such Buyer agrees in writing to use the information solely in that capacity and to keep it strictly confidential; to its affiliates; and to any entity that manufactures, markets, co-markets, or distributes any Product or Service, provided that any such entity uses the information solely for these purposes and keeps it strictly confidential. (4) Neither party shall be obligated to hold the following information in confidence: information that is or becomes publicly available through no fault of the recipient; information developed by a party without using any Confidential Information; information lawfully possessed by a party before receipt from the disclosing party; and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. (5) A party may disclose Confidential Information with the prior written consent of the other party.

23. No Set-Off. The Buyer will neither deduct nor set-off, from payments under this agreement, amounts allegedly owed to the Buyer by the seller under a separate agreement or cause of action.

24. Government Program Participation. The Seller represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. Buyer represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If Buyer is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this agreement, then such party will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this agreement effective upon written notice to the other party.

25. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. THE PARTIES WILL NOT AWARD PUNITIVE, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS, EXCEPT AS MAY BE REQUIRED BY STATUTE AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO SEEK OR COLLECT ANY SUCH DAMAGES, PREJUDGMENT INTEREST, FEES OR COSTS IN ARBITRATION OR ANY JUDICIAL PROCEEDING.

26. Safe Harbor. The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), prohibits certain activities in connection with referring or arranging for business paid for by a federal healthcare program. The Seller will provide price or discounts, if certain conditions are met, as permitted by

the discount exception to the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)(3)) and/or the discount safe harbor to the federal anti-kickback statute (42 C.F.R. § 1001.952(h)).