



DOCUMENT TITLE: Standard Terms and Conditions of Sale

ENTITIES COVERED: Aerovac LLC (US)
Aerovac Keighley Ltd (GRBR)
Aerovac Med-Lab Ltd (GRBR)
Aerovac Toulouse SAS (FRAN)
Aerovac Mondovi S.r.l. (ITLY)

1. These Terms Apply to All Sales. These Standard Terms and Conditions of Sale (these “**Terms**”) govern all sales of products and related services (the “**Products**”) by the entities listed above (each, and collectively as appropriate, “**Aerovac**”) to any purchaser (“**Customer**”).

**THESE TERMS SUPERSEDE ALL TERMS AND CONDITIONS
SET FORTH IN ANY OTHER DOCUMENTATION.**

No online or electronic terms or conditions will be binding upon Aerovac even if such terms are “accepted” in order to access or use a system or accompany a Purchase Order (as defined below). Customer’s order for or acceptance of Products shall constitute Customer’s acceptance and acknowledgment of these Terms.

2. Price and Taxes. The price, quantity and description of the Products are specified on the Aerovac order confirmation or invoice. Unit prices do not include charges for shipping, insurance, customs, duties (import or export) or “**Taxes**,” defined as follows: V.A.T., sales or excise taxes, tariffs and charges imposed by any governmental authority upon the Products, including the delivery, sale, use, production or consumption of the Products, and/or which are imposed on or measured by the sale price of the Products, and/or which are related to the regulation, control or limitation of greenhouse gases, including carbon taxes, cap-and-trade costs and the like. All such charges and Taxes shall be added to the price of the Products and shall be paid by Customer or reimbursed to Aerovac if paid by Aerovac. Such charges and Taxes may be invoiced separately. Charges may be added for expedited and/or non-customary means of shipment, air shipments and special packaging requirements.
3. Purchase Orders; Changes. Customer shall submit written purchase orders (each, a “**Purchase Order**”) to Aerovac specifying shipping instructions, quantities, delivery dates and all quality requirements for the Products. Aerovac may accept or reject any Purchase Order in its sole discretion. Customer may not change or cancel any Purchase Orders after Aerovac’s acceptance of the Purchase Order or if Aerovac has begun performance; provided, that Customer may cancel an order for Aerovac’s failure to deliver within a reasonable period stipulated by the parties in writing after failing to deliver within a required delivery period. Orders for Products which are custom or exclusive to Customer cannot be cancelled or changed without Aerovac’s prior written consent, and Aerovac retains title to the custom or exclusive Products until payment is received in full.
4. Shipment and Delivery. Aerovac determines method of shipment unless specified on the Purchase Order and accepted by Aerovac. Unless otherwise specifically provided (a) delivery of products shall be delivered Ex Works Aerovac’s shipping point (Ex Works defined by Incoterms 2020) and (b) title to and risk of loss and damage shall pass to Customer upon transfer of the products by Aerovac to a carrier at the shipping point. Delivery, shipment and other performance dates are estimates only, and in no event shall Aerovac have any liability for loss of use or for any direct, consequential, or incidental damages resulting from any delay or failure in delivery, regardless of the reason(s) for such delay or failure. If a delivery period is stated, it begins when all required information and any required advance

Doc # 500450 2026.03.05

The electronic file of this Document on the Controlled Document Drive is the Controlled Document. The Document is “uncontrolled” if printed. The End User is responsible to verify that a printed version is the current version before using.

AEROVAC®

payments are received by Aerovac. Returnable containers/equipment must be used per Aerovac's instructions and returned promptly.

5. Inspection; Returns. Products may not be returned without Aerovac's prior consent and issuance of a return material authorization (RMA). A restocking charge may be assessed on returned Products. Customer shall have five business days after delivery of the Products (the "**Inspection Period**") to inspect the Products for conformity with the Purchase Order with regard to product description and quantity received. Delivery of 10% more or less Products than the quantities specified on the Purchase Order shall be deemed to be delivery of Products as ordered, provided that Customer shall only be invoiced for the quantity actually received.
 - a. Non-Conformance. If Customer determines that any portion of the Products is nonconforming or defective, Customer shall notify Aerovac in writing before the expiration of the Inspection Period, specifying the nature of the nonconformity or defect. If Customer timely notifies Aerovac of nonconforming or defective Products, Customer shall, at Aerovac's expense and option, (a) reject the Products and return them to Aerovac for a credit, or (b) receive prompt replacement or repair of the nonconforming Products. If Customer does not provide written notice of rejection within the Inspection Period, the Products will be deemed accepted, subject to any warranties provided herein or by law.
 - b. Discretionary Returns. If Customer desires to return any portion of the Products for convenience, Customer shall notify Aerovac in writing before the expiration of the Inspection Period, requesting consent to return the Products. Aerovac may accept or reject the request in its sole discretion. If Aerovac consents, a 20% restocking fee will be charged, and Customer shall pay for shipping and any other charges or applicable taxes. Returned products must be unused, in original packaging and in saleable condition.
6. Payment Terms. Payment of Aerovac invoices is due 30 days from the date of invoice. Aerovac reserves the right to require payment in advance and to suspend further deliveries for Customer's failure to make any payment when due or if Aerovac has reason to believe that Customer's financial condition is or may become impaired. Past due invoices will incur a late fee of 1.5% per month (for France, BCE rate +10 points and €40 recovery fee per Art. L. 441-10 French Commercial Code). Customer will pay all costs of collection on delinquent accounts, including reasonable attorneys' fees and costs. Until full payment is made, Aerovac shall also have a purchase money security interest in all Products delivered to Customer, as well as all proceeds, replacements or substitutions, and upon a payment default by the Customer, Aerovac may, without notice to the Customer, declare all liabilities and obligations immediately due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code or similar applicable statutes or regulations in the country of sale. Customer waives any right to set off any claims or amounts owed against payments for Products. For any amounts past due to Aerovac, Aerovac may require additional security in the form of a letter of credit, cash collateral or an escrow and may declare, through written notice, the aggregate amount due to Aerovac as immediately due and payable.
7. Product Warranty.
 - a. Warranty; Claims. During the Warranty Period (as defined below) Aerovac warrants that the Products will be (i) free from defects in material and workmanship; (ii) compliant with the specifications applicable to the Purchase Order; and (iii) compliant with all applicable regulations and laws. Warranty claims must be made within 12 months after delivery of the Products. Upon Aerovac's confirmation of the validity of the claim, as Customer's sole remedy under this section, Aerovac will replace the Products or issue a credit to Customer in the amount of the price paid for the Products.

AEROVAC®

- b. Warranty Period. Aerovac's standard Warranty Period is 180 days after delivery of the Products to Customer, subject to any expiration date listed on a Certificate of Compliance for a shipment.
- c. Manufacturer's Warranty. In the event that the manufacturer provides a warranty on the Products, Aerovac shall pass through such warranty to Customer to the fullest extent permitted. Aerovac shall use commercially reasonable efforts to facilitate any warranty claims Customer may have against the manufacturer.
- d. Warranty Exclusions. The foregoing warranty shall be void upon the occurrence of any of the following: (i) directions given by Aerovac (or if there are none, good trade practice) for storage, commissioning, installation, use or maintenance are not followed exactly; (ii) Customer makes use of the Products after of a warranty claim; (iii) the defect arises as a result of Aerovac following any drawing, design or specification supplied by Customer; (iv) Customer alters or repairs the Products without Aerovac's prior written consent; (v) the defect arises as a result of normal wear and tear, willful damage, negligence or abnormal storage or working conditions; (vi) the Products differ from their description or the specification as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements; or (vii) the Products are used improperly or not in conformity with the agreed to or usual purpose.
- e. Exclusive Remedy; No Other Warranties. Customer's remedy for any cause of action against Aerovac shall be limited to the warranty claims described above, whether such cause of action is based on contract, warranty, negligence, strict liability, or otherwise. Other than as set forth above, AEROVAC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY AEROVAC.
- f. Use and Testing of the Products. Determination of the suitability of the Products for the uses and applications contemplated by Customer is the sole and exclusive responsibility of Customer. Application of the Products may be subject to design, fabrication and testing standards. Customer shall be fully responsible for all testing and verification of the Product's application using approved testing methods. CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY, INCLUDING WITHOUT LIMITATION POLLUTION, ENVIRONMENTAL DAMAGE AND RESTORATION OR REMEDIATION LIABILITY, RESULTING FROM (I) THE USE OF THE PRODUCT, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, AND (II) THE STORAGE HANDLING AND DISPOSAL OF THE PRODUCT. All technical advice and recommendations rendered to Customer by Aerovac, if any, are intended for use by persons having the appropriate education and skill, and Aerovac shall not be liable for any use or non-use of such advice or recommendations.
- g. Limitation of Liability; Indemnity. In no event shall Aerovac be liable to Customer for any amount exceeding the price paid for the Products to which any cause of action relates. AEROVAC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST GOODWILL, LOST TIME, LOST PROFITS, LOST SALES, INCREASED MANUFACTURING COST OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF CUSTOMER'S CAUSE OF ACTION. Customer shall defend, indemnify and hold harmless Aerovac, Aerovac's affiliates, and their respective officers, employees, agents and representatives from and against any and all claims and liabilities related to Customer's actual or intended use of the Products, Customer's handling, storage, possession or disposal of the Products or Customer's failure to comply with these Terms, including but not limited to its obligations under Section 9, Compliance with Laws and Code of Conduct.

AEROVAC®

8. Force Majeure; Allocation. In the event that a party's performance of any of its obligations hereunder (except for the payment of money) shall be delayed or prevented because of reasons which are not within such party's control, including without limitation compliance, whether voluntary or obligatory, with any law, decree, request or order of any governmental agency or authority, riots, war, terrorism, acts of sabotage, public disturbances, fires, floods, hurricanes, tornadoes, acts of God, epidemic, pandemic, lack of access to roads, inability to obtain raw materials, fuel, power or other supply chain interruptions (each a "**Force Majeure Event**"), then such party shall be excused from liability for failure to perform such obligations caused by such Force Majeure Event. For the avoidance of doubt, payment shall not be excused, delayed or prevented by a Force Majeure Event. In the event that the Force Majeure Event is reasonably expected to last more than 30 days, Aerovac shall have the ability to terminate any Purchase Orders then in effect. If for any reason shortages occur in Aerovac's supply of Products, Aerovac may allocate its available supply on such basis as is fair in Aerovac's reasonable judgment, without liability for any failure of performance which may result therefrom, taking into account factors Aerovac determines to be relevant, in its discretion. Aerovac shall not be obliged to deliver, in any month, any quantity of Products in excess of 10% of the Customer's forecasted annual purchase volume for the Products or, in the absence of a forecasted annual purchase volume, 10% of the historical purchase volume of the Customer over the last six months but subject always to the availability of the Products.
9. Compliance with Laws and Code of Conduct. Without Aerovac's prior written consent, Customer shall not (a) resell the Products for use in the production of military devices, armaments or instruments of warfare, or (b) repackage the Products or change or remove Aerovac labels. Customer shall be responsible for complying with all federal, state and local laws and regulations applicable to the handling, transportation, storage, use, resale, and sale of goods that contain or are made using the Products. Customer shall be responsible for obtaining any licenses or authorizations from the Commerce Department's Bureau of Industry and Security (BIS) and the Treasury Department's Office of Foreign Assets Control (OFAC) which may be required prior to export of the Products. Customer shall comply with applicable U.S., European, English and Brazilian export control laws and regulations, including the requirements of the Arms Export Control Act, 22 U.S.C. 2751- 2794, the International Traffic in Arms Regulations (ITAR), 22 C. F. R. 120 et seq., and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774. Customer shall promptly notify Aerovac if Customer is listed on the BIS Denied Parties List or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or foreign government entity or agency. Customer shall comply with the U.S. Foreign Corrupt Practices Act, the U.S. Anti-Kickback Act, U.S. and European Union export control and sanction laws and the Brazilian Anti-Corruption Law. Customer shall not make any payment or give anything of value, directly or indirectly, to any government official, foreign political party, or official member thereof, candidate for foreign political office, or commercial entity or person, for any improper purpose. Customer shall comply with Aerovac's Code of Conduct and, to the extent applicable, shall direct its subcontractors to comply with the Code of Conduct. In the event that REACH Regulation No. 1907/2006 of the European Parliament and the Council (REACH) applies, and Customer makes a new use known to Aerovac according to Art. 37.2 of REACH in order to extend the scope of registration of the Product, its chemical elements and/or its compounds as well as each mixture or solution supplied as defined by Art. 3 paragraphs 1) and 2) of REACH, Customer shall be responsible for providing all information necessary for the update of the registration and shall bear any related costs.
10. Federal Contractor (U.S. Customers Only). The Equal Opportunity Clause required by Executive Order 11246, as amended (41-CFR 60-1.4), the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250, 4) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60-741, 4) are part of this Agreement and are binding upon Customer unless exempted by rules, regulations or orders of the Secretary of Labor. Unless exempted by rules, regulations or orders of the Secretary of Labor, Aerovac and Customer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination

AEROVAC®

against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Furthermore, unless exempted by rules, regulations or orders of the Secretary of Labor, Aerovac and Customer shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. All other U.S. Government agency contract provisions are rejected. Acceptance of additional government contract provisions, including country of origin provisions, must be explicitly agreed upon in writing by Aerovac. Acceptance of an Order does not constitute acceptance by Aerovac of any other government contract provision listed on a Purchase Order.

11. Confidentiality. Customer shall maintain and protect the confidentiality of all confidential and/or proprietary information provided by Aerovac (collectively, “**Confidential Information**”) and shall not disclose Confidential Information except as legally required (and then only to the minimum extent legally required). In the event of any breach or threatened breach of this provision, Aerovac shall be entitled, in addition to any other remedies and damages, to injunctive relief.
12. Intellectual Property. The industrial and intellectual property rights to or associated with the Products remain with Aerovac or third parties entitled thereto, and are never transferred to Customer. Customer shall not market, sell or trade any Products under Aerovac’s trademark or brand without Aerovac’s prior written consent.
13. Dispute Resolution. All disputes shall be heard exclusively by the competent Court of the registered seat of the Aerovac entity that has confirmed the order, unless Aerovac prefers another competent forum. All Agreements between Aerovac and Customer are subject to the law of the country in which the Aerovac entity that has confirmed the order has its registered seat. The application of the UN Convention of Contracts for the International Sale of Goods is excluded. All judicial and extra judicial costs of Aerovac incurred in connection with the collection of unfair claims from Customer are chargeable to the account of Customer and are deemed to be no less than 15% of the claim amount.