

ASEPTICO - TERMS AND CONDITIONS OF PURCHASE

1. **TERMS AND CONDITIONS:** The supplier identified on the purchase order (“Seller”) agrees to sell, and Aseptico, Inc. (“**Aseptico**”) agrees to purchase, the products identified in the purchase order, which incorporates these terms and conditions (collective, the “**Order**”). While Seller may acknowledge receipt of this Order by signing and returning it, any Seller terms and conditions in any specific order acknowledgement documentation, invoice, or other writing, preprinted or otherwise, shall be inapplicable and shall not modify this Order.

2. **INVOICES:** Seller shall invoice at the prices on the face of this Order or at Seller’s most favored customer price under similar circumstances, whichever is lower. Invoices, shipping notices, bills of lading, and receipts shall be mailed, e-mailed or faxed promptly after shipment. Seller’s invoice shall identify the country of origin of each product sold to Aseptico. Discounts shall apply to payments mailed within the stated period, computed from the date of receipt of a proper invoice. Terms of payment shall not begin until receipt of the products furnished under this Order.

3. **PACKAGING AND SHIPMENT:** Seller shall comply with Aseptico’s shipping instructions. Seller shall suitably wrap, box, and/or crate all products to protect against hazards of shipment, storage, and exposure. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with and comply with all applicable regulations. Seller shall provide hazardous material data sheets promptly upon request. All packages must show purchase order number. Itemized packing slips showing this purchase order number must accompany each delivery. Aseptico’s count shall be conclusive in the absence of a packing slip. No separate charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage, or similar costs, unless otherwise agreed. Where transportation charges are to be prepaid by Seller and billed to Aseptico, the amount shall be separately stated on the invoice and supported by receipted bills. Seller assumes all risks regarding the goods ordered until delivery to Aseptico as specified. Unless otherwise agreed and stated on the face of this Order, all shipments are DDP (Incoterms 2000) Aseptico’s receiving dock at the Aseptico facility specified as the shipping destination.

4. **INSPECTION:** Seller shall maintain an inspection system adequate to ensure that all work performed and products delivered conform to Order requirements. Aseptico may reject nonconforming work and products or require Seller to correct the defects without charge after delivery or completion by Seller of any required

installation, whichever last occurs. Payment shall not constitute acceptance. Neither payment nor acceptance shall relieve Seller of liability for failure to conform to Order requirements. Seller shall be liable to Aseptico for any nonconforming work or products and for any other damages suffered by Aseptico, except to the extent Seller proves that such damages would have been mitigated but for the failure of Aseptico to timely notify Seller.

5. CHANGES: Aseptico may at any time, by a written order, make changes within the general scope of this Order. If any change directed by Aseptico causes an increase or decrease in the cost of, or the time required for, any part of the work, Seller may request an equitable adjustment by written Order amendment to the price and/or delivery schedule. Any claim by Seller for such adjustment shall be asserted in writing within fifteen (15) days from the date of receipt of the written order directing the change. Seller agrees to advise Aseptico in writing of any changes that would materially affect the fit, form, function and/or appearance of the products governed by this Order.

6. DELAY: Seller shall immediately notify Aseptico in writing of any matter which may delay Seller's performance under this Order and the anticipated duration of the delay, and Seller agrees to insert the substance of this requirement in all subcontracts and purchase orders connected to this Order. Notwithstanding any other provision of this Order, Aseptico may terminate this Order in whole or in part without cost to Aseptico or liability to seller where any actual or projected excusable delay is material or indefinite, would result in frustration of purpose of this Order, or would require Aseptico to cover by purchasing substitute products.

7. DEFAULT: Aseptico may terminate this Order in whole or in part upon written notice to Seller if Seller: (a) fails to deliver products or perform services within the Order schedule; (b) fails to make progress that endangers any scheduled performance, and does not cure such failure within a reasonable period of time after receipt of written notice/change order from Aseptico specifying such failure; (c) fails promptly to provide adequate written assurances of performance satisfactory to Aseptico when it appears that Seller may not perform in accordance with the Order and assurances are requested by Aseptico; or (d) fails to perform any other material provisions of this Order. If Aseptico terminates part of the work, Seller shall diligently continue performance of the remainder. Aseptico may terminate this Order at any later time for any continuing or subsequent breach. If it is determined Seller was not in default, such termination shall be converted to a termination for convenience under Section 8 (Termination for Convenience). Upon any termination for default of Seller, Aseptico may require Seller to transfer title

and deliver, as directed by Aseptico, (a) any completed products, and (b) such partially completed products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order; and Seller shall, at Aseptico's direction, protect and preserve property in Seller's possession in which Aseptico has an interest. Payment for delivered products or other materials accepted by Aseptico and for the protection and preservation of property shall be in an amount agreed upon.

The rights and remedies of Aseptico provided in this Order and by law are cumulative. Aseptico shall not be liable for penalties or for any amounts in excess of the price allocable to the units of product or work giving rise to the claim.

8. **TERMINATION FOR CONVENIENCE:** In no event, except when agreed to by both parties, shall Aseptico be obligated for any amount in excess of the Order price for terminated products, or for any amount greater than the percentage of the Order price reflecting the percentage of the work performed prior to notice of termination, whichever is less, plus reasonable costs established by Seller to the reasonable satisfaction of Aseptico.

9. **PRICE ADJUSTMENTS:** Costs used in determining price adjustments pursuant to the Sections 5 (Changes) and 8 (Termination for Convenience), or any other provision of this Order, shall be those direct costs reasonably incurred, together with applicable indirect costs, computed in accordance with generally accepted accounting principles using Seller's customary accounting practices and procedures, consistently applied. Seller shall prepare its proposed price adjustments as specified by Aseptico, which proposal and Seller's related books and records shall be subject to audit by Aseptico or its representatives. Where the cost of property or products made obsolete or excess as a result of a change order or termination for convenience is included in an equitable adjustment, Aseptico shall have the right to prescribe disposition of the obsolete or excess items. Seller shall not be paid for any reasonably avoidable work performed or costs incurred.

10. **WARRANTY AND QUALITY:** Seller warrants that (1) all products and work to be of new material, merchantable, free from defects, and unreasonable hazards, in design, material, and workmanship, fit for the purposes described in this Order, and to conform to applicable specifications of Seller and to Order requirements, (2) Receiving or other inspections performed at Aseptico may be used to compliment a critical supplier's QMS, if the supplier is not able to demonstrate conformity with a recognized QMS, (3) In rare instances whereby Aseptico is to become the legal manufacturer for a medical device that is higher than FDA class 1, and where the

device has not met the regulatory requirements for the market(s) into which Aseptico intends to sell them, the supplier shall have controls in place to manage quality (e.g. ISO 13485) and/or other appropriate approvals and certifications necessary to support Aseptico's compliance.

11. **PROPERTY FURNISHED BY ASEPTICO:** All items furnished by Aseptico, or the cost of which is charged against this Order, shall be kept confidential, and remain Aseptico's property, not used without Aseptico's written permission, and be returned to Aseptico immediately upon written request. Seller shall be responsible for their safekeeping, and for providing at Seller's expense property and in-transit insurance acceptable to Aseptico covering all such items. Seller shall defend, indemnify, and hold harmless Aseptico, from loss of or damage to, and all claims that may be asserted against, such property. Seller shall mark all tooling and equipment subject to this clause with the name "Aseptico" and Aseptico's drawing or tool numbers where applicable. Seller shall not copy or permit the copying, in whole or in part, and shall not furnish, offer, quote, sell, or advertise for sale any items or information owned by Aseptico, nor any goods made in accordance with Aseptico specifications, drawings, or samples, without Aseptico's express written consent. Notwithstanding any defect in such items or information, or any fault or neglect of Aseptico, Seller shall indemnify, defend, and hold harmless Aseptico from any and all loss, damages, and claims relating in any way to any such use by Seller or any third parties of such items or information or to the products produced from them.

12. **INTELLECTUAL PROPERTY RIGHTS:** The term "**Subject Innovations**" means each invention, improvement, method, design, idea, information, and discovery (copyrightable, patentable, or not) by Seller, or any of its subcontractors or suppliers at any tier, conceived or first reduced to practice during or in the performance of this Order or of work done upon the understanding that an order would be awarded to Seller by Aseptico. The term "**Technical Personnel**" means each person employed by or working for or with Seller, who would reasonably be expected to, or who actually makes, Subject Innovations or who would reasonably be expected to, or who actually is, exposed to Subject Innovations or Aseptico confidential information under this Order. Seller shall have the obligations set forth in Subsections (a) – (d), below, with respect to Subject Innovations.

(a) Seller shall obtain promptly intellectual property rights agreements with all its Technical Personnel, requiring them to disclose promptly in writing, and assign to Aseptico or Seller, all Subject Innovations made by them, either solely or jointly with others. Such intellectual property rights agreements shall specify, and Seller agrees, that (i) upon written request of Aseptico and without further compensation

therefor, Technical Personnel and Seller shall cooperate fully and do all rightful acts, including the execution of proper papers and oaths, which in Aseptico's opinion may be necessary or desirable in obtaining, sustaining, or reissuing United States Letters Patents or copyrights and foreign patents or copyrights on any Subject Innovations, or for maintaining Aseptico's title to them, and (ii) Technical Personnel shall be instructed to treat and shall treat as confidential all information received by them in connection with this Order and all Subject Innovations created by them, and shall not publish or disclose this information to others at any time without written consent of Aseptico.

(b) Seller shall obtain and deliver promptly to Aseptico full written descriptions of Subject Innovations along with the assignment of all rights in them to Aseptico from Technical Personnel and from Seller, to document Aseptico's entire and exclusive right, title, and interest throughout the world in such Subject Innovations including all United States and foreign patents, copyrights, and applications for them.

(c) If to the best of the knowledge and belief of Technical Personnel and Seller, no Subject Innovations have been conceived or first reduced to practice under or related to this Order, Seller shall so certify in writing to Aseptico.

(d) Seller shall not furnish, and agrees that it has not been and will not be necessary for Aseptico to receive from Seller, any confidential information, and that Seller has not furnished or disclosed, and will not furnish or disclose, to Aseptico any materials, documents or other information which are deemed to be confidential information, or otherwise proprietary, to Seller or to any third party, including within the Subject Innovations. Any receipt of any confidential information from Seller must be the subject of a separate written agreement made prior to the receipt by or disclosure to Aseptico which specifically identifies the nature of the confidential information to be disclosed. Seller understands that Subject Innovations constitute confidential information of Aseptico and understands and agrees that it will neither use for its benefit or the benefit of any third party nor disclose the same to others without the express written permission of Aseptico in each instance.

13. PATENT INDEMNITY: Seller shall indemnify, defend, and hold Aseptico, subsequent owners of the products, and their affiliates, and each of their directors, employees, and agents harmless against any and all actions, claims, liabilities, costs, damages and expenses (including reasonable attorneys fees), with respect to actual or alleged infringement of any intellectual property rights arising out of, resulting from or caused by the manufacture, sale, offer for sale, delivery, storage, use, or handing of products furnished under this Order, except to the extent such products manufactured by Seller comply with Aseptico's detail designs and stated

requirements for specific structure, provided such designs and requirements could not have been implemented in a non-infringing manner. Seller shall give Aseptico prompt written notice to Seller of any infringement claim.

14. INDEMNIFICATION. Seller shall indemnify, defend and hold Aseptico and its affiliates and their directors, employees, and agents harmless from and against any and all actions, claims, liabilities, costs, damages and expenses (including reasonable attorneys fees) for physical damage to or loss of tangible property or use, for bodily injury or death of any person and for any product recall or retrofit, in each case to the extent arising out of, resulting from or caused by: (a) acts or omissions of Seller, its employees, agents and subcontractors, or (b) any defect in design, workmanship, or materials carried out or employed by Seller or its employees, agents, or subcontractors, or (c) entering upon premises occupied by or under the control of Aseptico, any of its customers, or suppliers in the course of performing this order, except in each case to the extent that any such damage to or loss of property and injury or death of any person is caused by acts or omissions or negligence of Aseptico, its employees, agents and subcontractors. This indemnification shall be in addition to warranty obligations of Seller. Seller will obtain and maintain product liability insurance or a self-insurance retention program to cover its liability to third parties in connection with the sale of products, to cover obligations set forth above, and to cover workers' compensation and employer's liability for all employees engaged in performing the work. Seller will include Aseptico as additional insured with waiver of subrogation in its favor and furnish a certificate of insurance with respect thereto upon request and will continue on an annual basis within 3 days of each successive renewal.

15. CONFIDENTIALITY AND PUBLICITY: Information disclosed by Aseptico, whether written, disclosed orally, visually, or learned by observation that is marked with the legend indicating its confidential nature, or stated to be confidential, or reasonably understood to be confidential, shall constitute Aseptico confidential information under this Order. Seller will hold Aseptico confidential information in strict confidence and use the same only for the purpose of this Order and not use for its own benefit or the benefit of any third party or disclose to any third party. Seller shall not reverse engineer any Aseptico confidential information and shall limit access to the Aseptico confidential information to only those of its employees who have a need to know such information to accomplish the purpose of this Order and have been advised of the confidential nature of such information and are bound by the agreement described in Section 12(a) (Intellectual Property Rights). No publicity releases shall be made by Seller regarding this Order without Aseptico's express written permission.

16. COMPLIANCE WITH IMPORT/EXPORT LAWS. Both parties will cooperate to effect compliance with all applicable U.S. export and/or import regulations. Neither party will export or re-export, directly or indirectly, any product, software or technical data provided under this Order, or the “direct product” of such software or technical data, to any country without first obtaining any required U.S. government approvals or licenses. In addition, the parties agree to comply with all applicable local country export and/or import laws and regulations of the country(ies) of procurement, production, distribution, and/or destination of the product. The parties understand and agree that the foregoing obligations are legal requirements and that they shall survive any term or termination of this Order. Seller shall provide Aseptico with complete and accurate information for all products, software, and technical data sold or licensed to Aseptico under this Order for purposes of Aseptico’s compliance with U.S. import and export regulations, including the following information: (a) description of the product, including Aseptico part number, if any; (b) U.S. Harmonized Tariff System (“HTS”) number; (c) country of origin, as determined in accordance with U.S. Customs rules of origin; (d) U.S. Food and Drug Administration (“FDA”) regulatory approval and clearance information, including accession codes, for any products regulated for import to the U.S.; (e) statement of any applicable U.S. anti-dumping orders, and exclusions thereto; (f) statement that the product is controlled for export under the U.S. International Traffic in Arms Regulations (“ITAR”) or the U.S. Export Administration Regulations (“EAR”), whichever is applicable; and (g) Export Control Classification Number (“ECCN”), including a copy of any formal classification determination (“CCATS”) obtained from the U.S. Department of Commerce. Such information shall be provided to Aseptico prior to the first delivery of products and shall be included on the commercial invoice accompanying shipment of the products. Seller agrees to maintain records of Aseptico transactions as required under the record keeping provisions of the U.S. import and export laws and regulations and to make such records available to Aseptico at Aseptico’s request. Upon Aseptico’s request, Seller will promptly provide Aseptico with a complete and accurate manufacturer’s certificate of origin for all products. Supplier shall provide valid NAFTA certificates to Aseptico for each of the products as applicable on an annual blanket basis.

17. ENVIRONMENT. RoHS compliant products or “**Materials Declaration Requirements**” means any requirements concerning the disclosure of hazardous substances contained or used in any product, component, material or part, such as those in Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in

electrical and electronic equipment as amended from time to time (“**RoHS Directive**”), Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, as amended from time to time (“**WEEE Directive**”), any European Union Member State implementations of them, the equivalent of the RoHS Directive as implemented in China and Japan, and/or other similar environmental and/or materials declaration laws, directives, regulations and requirements, including international laws and treaties regarding such subject matter, as amended from time to time, as well as those set forth in JIG-101. On request the Seller shall provide and shall obtain from suppliers, when necessary, documentation certifying compliance with Materials Declaration Requirements with respect to the products, the form of which has been provided, or approved in writing, by Aseptico (“**Compliance Certification**” or “**Certificate of Compliance**”) and which Compliance Certification shall be provided to Aseptico with each shipment of goods.

18. **MEDICAL DEVICE REGULATORY COMPLIANCE.** The following shall apply to medical devices and to parts, components, and software that will be included with Aseptico’s medical devices.

18.1. **Regulatory Inquiries.** Seller shall promptly inform Aseptico in writing of the existence and substance of any inquiry or investigation related to the products initiated by any government authority or certification agency. The existence of any such inquiry or investigation shall not alone constitute a breach of this Order by either party or excuse any performance due under this Order by either party.

18.2. **Regulatory Inspections.** To the extent required by law or at its reasonable discretion, Seller shall permit all governmental authorities and certification agencies the reasonable right to inspect Seller’s facilities at which the products or any components of them are handled, stored, or shipped, and all related records. Seller shall reasonably assist such governmental authorities and certification agencies with such inspections. Seller shall promptly notify Aseptico in writing of all such inspections related to or affecting the products and shall use reasonable efforts to provide Aseptico the opportunity to be present at such inspections. Seller shall use reasonable efforts to provide to Aseptico, within ten (10) days of receipt by the Seller, a copy of any notices related to deficiencies in the products purchased by Aseptico, from any governmental authority, certification agency or supplier, which indicates a deficiency related to products purchased by Aseptico. Seller shall immediately correct any deficiencies identified by any governmental authority or certification agency and provide Aseptico copies of such related contemporaneous correspondence.

18.3. **Product Complaints/Reports.** Seller shall promptly notify Aseptico in writing of any product complaint, report, or recall relating to product purchased by

Aseptico. Seller shall promptly provide to Aseptico any information received by Seller regarding real or potential deficiencies or defects in the products and any information that might otherwise constitute a complaint about the products or would reasonably be considered material to the safety for their intended use. Each party shall reasonably cooperate with the other in sharing any information that may constitute a complaint related to the products and shall designate a representative responsible for the exchange of such information and all other regulatory information required to be shared under this Order. Seller shall at all times reasonably cooperate with any Aseptico investigation, inspection, or inquiry regarding the products.

18.4. Recalls. Aseptico shall have the sole authority to declare a recall of any products, as stand-alone products or as contained within Aseptico products, if Aseptico believes there is a potential significant health hazard or non-compliance with applicable government regulations or terms of this order. Seller agrees to reimburse Aseptico for all damages related to any recall provided that such recall is attributable to a breach of any of Seller's obligations or warranties under this Order. The parties will work together in good faith to minimize the parties' financial exposure as part of the recall.

19. GOVERNMENT CONTRACTS: Because Seller's supplies or services may be incorporated into products sold by Aseptico to United States government agencies as Commercial Items (in accordance with Federal Acquisition Regulation ("FAR") Part 12 or similar regulations or parts), Seller agrees to comply with the following requirements:

- (1) FAR 52.222-26 Equal Employment (B.O. 11246)
- (2) FAR 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- (3) FAR 52.222-36 Affirmative Action for Workers with Disabilities (29 U.S.C. 793)

If Seller's supplies or services are being sold by Aseptico to the United States government, then to the extent appropriate to effectuate the purpose of the clauses set forth in the contract between Aseptico and the United States, references to "the Government" shall mean Aseptico; references to "Offeror" and "Contractor" shall mean Seller; and references to the "Contracting Officer" shall mean the Aseptico representative authorized to modify the provisions of this Order. Applicable procurement regulations that are required by federal statute or regulation to be inserted in contracts or subcontracts shall take precedence as between the parties to the extent any right or obligation specified in such statutes or regulations is inconsistent with the terms and conditions set forth fully in this Order.

20 GOVERNING LAW: The laws of the State of Washington shall govern this Order and the right and the obligations of the parties hereunder, and the venue of any action brought hereunder shall be in the Superior Court, County of King, State of Washington.

21. ENTIRE AGREEMENT, MODIFICATION, WAIVER, NOTICES: This Order, including any attached Schedules and Exhibits, constitutes the entire agreement of the parties with respect to the sale of products and services by Seller to Aseptico and supersedes all prior representations, warranties, agreements, and understandings, of any kind, written and oral, of the parties. It may not be modified or amended except by written amendment specifically referencing this Order signed by the authorized representatives of the parties. No waiver of any term of this Order shall imply a subsequent waiver of the same or any other term or constitute a continuing waiver. All notices shall be given in writing and be personally delivered or sent by postage prepaid mail addressed to the parties at their addresses first mentioned above or as otherwise designated to the other by notice as required.