

STANDARD TERMS AND CONDITIONS OF PURCHASE

These Standard Terms and Conditions of Purchase ("Purchase Terms") are incorporated into and govern all purchase orders (each an "Order") entered into by Bristol Instruments, Inc. ("Bristol") for the purchase of the goods and/or services specified in such Order (respectively, each collectively the "Goods" and the "Services") from the party to whom this Order is addressed ("Seller").

1. **GENERAL:** This Order, including these Purchase Terms and the documents referred to in this Order, constitutes the entire agreement of the parties and they supersede all prior understandings, agreements, negotiations, and communications, in each case with respect to the subject matter of this Order. The terms of this Order prevail over any terms or conditions contained in any other documentation, and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order, the Goods or the Services, in each case all of which such terms and conditions are void and of no force or effect. The terms of any proposal referred to in this Order are included and made a part of this Order only to the extent of specifying the price, the nature and description of the Goods or Services ordered, the terms as to payment and time of delivery and then only to the extent that such terms are consistent with these Purchase Terms. This Order may not be modified except in writing signed by an authorized representative of each of the parties. Any prior understandings, agreements and representations, oral or written, shall be deemed superseded and merged in this Order.
2. **ACCEPTANCE:** This Order is not binding on Bristol until Seller accepts this Order in writing. Bristol may withdraw this Order at any time before it is accepted by Seller.
3. **INVOICING:** Invoices must show the shipment or delivery schedule, quantity, unit price, total price, shipping point, packing ticket numbers, part number and description of the Goods and/or Services, as applicable.
4. **PRICE; TAXES:** The price of the Goods and Services is the price stated in this Order (the "Price"). If no price is included in this Order, the Price will be the price set out in Seller's published price list in force as of the date of this Order. Unless otherwise expressly specified in this Order, the Price includes (and the Seller may not separately charge for) any handling, packaging, shipping/transportation costs to the delivery location, insurance, customs, duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs, taxes or otherwise, without the prior written consent of Bristol. Upon request of Seller, Bristol will furnish tax exemption certificates or other evidence of exemption when such certificates or other evidence of exemption are authorized and will be accepted by the appropriate taxing authorities.
5. **PACKAGING; INSTRUCTIONS:** A packing list must accompany each shipment. Seller's name must be shown on the packing list in addition to Bristol's Order number, part number, quantity of Goods shipped and date of shipment. Bristol may audit the quantity and type of Goods received for conformance to the packing list. All Goods will be packed for shipment according to Bristol's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. All Services will be provided according to Bristol's instructions or, if there are no instructions, in a manner sufficient to ensure that the Services are provided in accordance with best industry standards.
6. **DELIVERY:** Unless otherwise agreed in writing, Seller will be responsible for arranging all shipping and will ship the Goods to the address indicated in this Order. Seller will deliver the Goods and Services in the quantities and on the date(s) specified in this Order. Time is of the essence. Bristol reserves the right to terminate this Order and reject Goods and/or Services upon default by Seller in time or manner of delivery. Partial shipments of Goods and/or Services will only be allowed with the prior written consent of Bristol; provided that even if it accepts a partial shipment(s) or delivery of Goods or Services Bristol will not be obligated to pay any amount for the Goods or the Services until the entire amount that is subject to an Order is received by Bristol in accordance with this Order. Bristol reserves the right to return all Goods shipped to Bristol, and to reject all Services delivered to Bristol, in excess of or less than the amount called for in this Order. All amounts paid by Bristol in connection with Goods and/or Services returned or rejected under this Section 6 will be, at Bristol's option, either refunded by Seller or credited by Seller against amounts due from Bristol to Seller.
7. **TITLE AND RISK OF LOSS:** Title passes to Bristol upon delivery of the Goods to the specified delivery location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to such delivery location.
8. **COMPLIANCE WITH LAWS; RBA CODE OF CONDUCT:** Seller will comply with all applicable laws and regulations. Seller is responsible for any import clearance. Further, Seller acknowledges that Bristol is a participant of the Responsible Business Alliance (RBA) and as such has adopted and adheres to RBA's Code of Conduct located at <https://www.responsiblebusiness.org/code-of-conduct/> (the "Code"), which requires compliance by Bristol's suppliers. As a supplier to Bristol, Seller will implement and at all times comply with the Code (as may be amended from time to time).
9. **CHANGES:** Bristol may on written notice to Seller make changes within the scope of this Order, in any one or more of the following:
 - (a) where the Goods or Services are to be specifically manufactured for or provided to Bristol in accordance with drawings, designs, or specifications;
 - (b) method of shipment, packing or delivery; and
 - (c) time and place of delivery.If any such change under item 1 above causes an increase or decrease in the cost of the Goods or Services, Seller will notify Bristol in writing and an equitable adjustment will be made in the Price.
10. **INSPECTION AND CONFORMANCE TO SPECIFICATIONS:** Bristol has the right to inspect the Goods and Services before, on or after the delivery date at all times and places, including the period and place of manufacture or performance. Bristol may inspect all or a sample of the Goods or Services, and may reject all or any portion of the Goods or Services if it determines the Goods or Services are nonconforming or defective. If Bristol rejects any portion of the Goods or Services, Bristol has the right, effective upon written notice to Seller, to: (a) rescind this Order in its entirety; (b) accept the Goods or Services at a reasonably reduced price; or (c) reject the Goods or Services and require replacement or reperformance, as applicable, of the rejected Goods or Services. If Bristol requires replacement of the Goods or reperformance of the Services, Seller will, at its expense, promptly replace the nonconforming Goods or reperform the non-conforming Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods or Services. If Seller fails to timely deliver replacement Goods or reperform the Services, Bristol may replace them with goods or services from a third party and charge Seller the cost thereof and terminate this Purchase under Section 12. Any inspection or other action by Bristol will not reduce or affect Seller's obligations under this Order, and Bristol will have the right to conduct further inspections.
11. **TERMINATION WITHOUT CAUSE:** Bristol may terminate this Order in whole or in part for Goods and/or Services not delivered in full at any time by written notice to Seller. Upon receipt of such notice, Seller will immediately stop work on this Order or the terminated portion thereof and notify its subcontractors to do likewise. If Bristol terminates this Order under this Section 11, Seller will be entitled to reimbursement for its actual costs incurred with respect to undelivered Goods or Services up to the point of termination in accordance with recognized accounting practices applied on consistent basis. If Bristol terminates under this Section 11, deduction will be made in any termination settlement for the value of any Goods or Services retained by Seller or disposed of to any party other than Bristol, and Bristol will not be liable to Seller for lost profits or consequential damages. This Section does not limit Bristol's right to terminate this Order under Section 12.
12. **TERMINATION WITH CAUSE:** Bristol may terminate this Order, or any part thereof, by written notice to Seller under any of the following conditions:
 - (a) If Seller refuses or fails to make deliveries of Goods or perform Services within the time specified in this Order;
 - (b) If Seller fails to comply with any of the other provisions of this Order and does not cure any such failure within ten days after receipt of notice by Bristol specifying such failure; or
 - (c) If Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.Notwithstanding anything to the contrary, a termination of this Order under this Section 12 will relieve Bristol of any further obligation to Seller, and Bristol will not be obligated to pay to Seller any amounts for work performed prior to such termination, other than payment for Goods or Services accepted by Bristol prior to the date of such termination. Upon such termination, Bristol may procure similar Goods and/or Services

elsewhere and Seller will be liable to Bristol for any excess costs to Bristol.

- 13. NOTICE OF DELAYS:** Whenever any circumstance occurs that delays or threatens to delay the delivery of the Goods or the Services, Seller will immediately notify Bristol in writing of the circumstances and likely delay.
- 14. WARRANTIES:** Seller warrants to Bristol that for the longer of (a) the applicable warranty period(s) (if any) set forth in this Order, and (b) a period of one year from the date of delivery, all Goods and Services will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Bristol; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods and/or Services by Bristol. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Bristol gives Seller notice of noncompliance with this Section, Seller will, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods or reperform the defective or nonconforming Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods or Services to Bristol.
- 15. INDEMNIFICATION:** Seller will defend, indemnify and hold harmless Bristol and its affiliates, successors or assigns, and Bristol's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs (collectively, "Losses") arising out of, resulting from or occurring in connection with (a) the Goods and/or Services, (b) the failure of the Goods and/or Services to comply with the warranties set forth in Section 14, or (ii) Seller's negligence, willful misconduct, or breach of this Order.
- 16. INSURANCE:** Seller will maintain, at its own cost and expense, insurance coverages that are at least consistent with industry standards and best practices from insurance companies authorized to do business in each location where Seller stores, transports, sells, performs or supports the Goods and/or Services, which insurance coverage will include: (a) workers' compensation as required by applicable law, (b) commercial general and excess liability, (c) public liability insurance for bodily injury and property damage, (d) professional liability insurance, (e) automobile liability, and (f) product liability insurance against claims regarding the Goods and/or Services under this Order. This insurance coverage will be primary to any and all other insurance applicable to this Order.
- 17. BRISTOL PROPERTY:** Unless otherwise expressly agreed in writing, all material, tooling, designs, specifications, plans and any other property furnished to Seller by Bristol or paid for by Bristol in connection with this Order, and all enhancements, modifications, additions or new releases of or to the same (collectively, "Bristol Property") contain confidential information of, are trade secrets of, and are proprietary to, Bristol. Bristol and its licensors own all right, title and interest in and to the Bristol Property, including all applicable rights to patents, copyrights, trademarks and trade secrets. Seller is permitted to use the Bristol Property only to the extent necessary to produce the applicable Goods and/or Services under the applicable Order and not for any other purpose. Except for the foregoing limited permission, Seller will not assert any right, title or interest in the Bristol Property. Seller will not remove or attempt to remove any copyright or other proprietary notice or legend contained on or included in any Bristol Property. Seller will not and will not attempt to reverse engineer, disassemble, decompile, unlock, copy or create derivative works of the Bristol Property, in whole or in part, for any reason. Seller will keep the Bristol Property free of all claims, liens and encumbrances. Seller will immediately return and/or destroy any and all Bristol Property in its possession at any time upon and in accordance with Bristol's request. Bristol Property will be held at Seller's risk and will be insured by Seller.
- 18. SUGGESTIONS AND FEEDBACK:** Any suggestions, enhancement requests, recommendations or other feedback relating to Bristol Property ("Feedback"), will be owned exclusively by Bristol and Seller hereby irrevocably assigns to Bristol all right, title and interest in and to the Feedback. If for whatever reason Seller cannot assign such rights to Bristol, then Seller hereby grants Bristol an exclusive, royalty-free, fully paid-up, worldwide, transferable, irrevocable, perpetual license, with the right to sublicense, to use or incorporate and use Feedback in any manner that Bristol chooses. Bristol has no obligation to provide any credit or attribution to Seller or pay Seller any amount for any Feedback
- 19. CONFIDENTIALITY:** Seller will retain in confidence and not disclose or (except in furtherance of this Order) use any business, proprietary and/or technical information of Bristol (a) which may be disclosed to, or become known by, Seller in connection with the performance of this Order, or (b) that is designated in writing by Bristol as "Confidential" (together, the "Confidential Information"), without the prior written consent of Bristol and then only to the extent specified in such consent. The Bristol Property is Confidential Information. Seller will provide access to the Confidential Information only to those of its employees who have a need to access such Confidential Information and who have entered into confidentiality agreements no less restrictive than the confidentiality obligations of the parties hereto. Seller will use reasonable efforts to assure compliance with the terms of such agreements. However, Seller will not have any confidentiality obligation with respect to disclosure of information that: (i) is or becomes available to the public through no breach of this Order; (ii) was previously known by Seller without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by Seller without the use of the Confidential Information; (v) is approved for release by Bristol's written authorization, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if Seller first notifies Bristol of the order and permits Bristol to seek an appropriate protective order.
- 20. ASSIGNMENT:** Seller may not assign or subcontract this Order or any part thereof without first obtaining Bristol's written consent. Seller will remain liable for all of its obligations under this Order that are subcontracted to a third-party on the consent of Bristol. Seller will require all permitted sub-tier suppliers and subcontractors (collectively, "subcontractors") to comply in all respects with the requirements of this Order, including without limitation all specifications for the Goods and the Services and the Code. Upon Bristol's request, Seller will provide Bristol with copies of all agreements and POs with its subcontractors and such other documents Bristol may reasonably request to confirm Seller's compliance with the provisions of this Section.
- 21. WAIVER:** Waiver by Bristol of any provision of this Order or of a breach by Seller of any provision of this Order shall not be deemed a waiver of further compliance with this Order, and such provision, as well as all other provisions of this Order, shall remain in full force and effect.
- 22. SETOFFS AND COUNTERCLAIMS:** All claims for money due or to become due from Bristol will be subject to deduction by Bristol for any setoff or counterclaim arising out of this or any other of Bristol's POs with Seller.
- 23. MISCELLANEOUS:** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") will be in writing and addressed to the parties at the addresses set forth in this Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by nationally recognized overnight courier or by an email. In the case of email notice to Seller, Bristol may send such email to any Seller employee with whom it has contact in connection with this Order and, in the case of email notice to Bristol, such email must be sent to ACCOUNTING@BRISTOL-INST.COM. This Order is deemed made in the State of New York and will be governed by and interpreted under the Uniform Commercial Code and other laws of the State of New York, excluding its conflicts of law principles. The parties agree to be bound by and subject to the exclusive jurisdiction of the New York Federal and State Courts sitting in Ontario County, New York State, United States of America. A determination that certain sections of this Order, in whole or in part, are unenforceable, will not negate or effect in any way the application and enforcement of the remainder of this Order. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. If Seller breaches this Order, Bristol will have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy if Bristol breaches this Order will be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in this Order. Provisions of this Order which by their nature should apply beyond their terms including, without limitation, Sections 14 through 23 will remain in force after any termination or expiration of this Order.