

## STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Sales Terms") are incorporated into and govern all sales orders (each an "Order") entered into by Bristol Instruments, Inc. ("Bristol") for the sale of the goods specified in such Order (collectively, "Goods") to the individual(s) or entity(ies) listed on the Order under "bill to" and/or "ship to" (jointly and severally, "Buyer").

1. **GENERAL:** This Order, including these Sales 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 Buyer's general terms and conditions of purchase or any other document issued by Buyer in connection with this Order or the Goods, 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 ordered, the terms as to payment and time of delivery and then only to the extent that such terms are consistent with these Sales 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 Any prior understandings, agreements and representations, oral or written, shall be deemed superseded and merged in this Order. Clerical and typographical errors are subject to correction. All orders are subject to acceptance by Bristol's authorized representative at Bristol's main office. No representation of any kind has been made by Bristol except as set forth herein. Agents and salesmen of Bristol have no authority to make any representations not included herein.
2. **PRICING:** The Goods covered by this Order will be sold and invoiced at Bristol's prices and charges in effect at the time of each order of Goods under this Order and are net F.O.B. Victor, NY. Bristol reserves the right to change without notice the published list prices referenced on the face of this contract. Prices do not include sales, excise, use or other taxes (other than taxes based on income) customs, duties or tariffs, which shall be paid by Buyer, unless Buyer provides to Bristol a valid tax-exempt certificate. Prices are exclusive of expenses related to special packing or procedures to cover unique circumstances of shipment or storage unless specifically noted.
3. **PAYMENT TERMS:** Customized orders require payment in full in advance. For all other orders, payment terms are net 30 days from date of invoice. Bristol reserves the right to require alternative payment terms, including, without limitation, Sight Draft, Letter of Credit, or Payment in Advance. Buyer shall be liable for the price of all products substantially conforming to the contract, notwithstanding that Buyer may not have accepted, or may have revoked acceptance of same. If payment is not received by the due date, a service charge will be added at the rate of 1-1/2% per month (18% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof until payment in full. Remittances will be received by a bank simply as clearing agency. Deposit of remittance marked payment in full shall not indicate our acceptance of the remittance as payment in full. If any legal action is brought to collect amounts due hereunder, the Bristol shall be entitled to receive its attorney's fees and court costs in addition to any other relief it may receive.
4. **CREDIT:** Bristol may, at any time and in its sole discretion, limit or cancel the credit of Buyer as to time and amount, and as a consequence, may demand payment in cash before delivery of any unfilled portion of this contract, and may suspend production, shipment and/or deliveries. If Buyer fails to agree and comply with such different terms of payment, Bristol may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable or, make shipments under reservation of a security interest and demand payment against tender of documents of title. If Bristol retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees, shall be payable by Buyer.
5. **INSTALLMENTS:** Bristol may make delivery in installments and may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept delivery of remaining installments.
6. **SUBSTITUTIONS AND MODIFICATIONS:** Bristol shall have the right to make substitutions and modifications in the specification of Products sold hereunder provided that such substitutions or modifications will not materially affect overall product performance.
7. **TITLE, RISK OF LOSS, INSURANCE:** Title to each shipment of the Goods sold hereunder and risk of loss thereon shall pass to Buyer when Bristol or its agent delivers such shipment to a common carrier or licensed trucker consigned to Buyer, or his agent. All claims for loss or damage in transit must be made against the carrier. If Buyer prevents shipment or delivery to Buyer or his agent, or if shipping instructions for any shipment are not received before shipment date or if payment is to be made on or before delivery, title and risk of loss shall pass to Buyer as soon as the shipment has been set aside by Bristol and invoiced to Buyer (subject to Bristol's rights as an unpaid Bristol) and payment shall be made in accordance with invoice as though the Goods had been shipped and accepted by buyer and Bristol shall be under no duty to carry insurance thereafter.
8. **ACCEPTANCE:** Buyer or Buyer's agent may inspect the Goods at the place of manufacture, to the extent such inspection does not interfere with Bristol's production workflow, and provided that complete details of the inspection are submitted to Bristol in writing at least ten days in advance of inspection. Buyer shall accept any tender of the Goods by Bristol which substantially conform to the description of the Goods set forth herein. Buyer shall be deemed to have accepted any product and Buyer's right to cancel, reject or claim any damages for breach of warranty or breach of Bristol's obligation under this Order shall cease, unless Buyer gives Bristol notice in writing of Bristol's breach: (a) in the case of equipment inspected at Bristol's factory, within 48 hours of such inspection; (b) in the case of defects discoverable through inspection, 14 days after arrival of the shipment or (c) in the case of defects not discoverable through inspection, 30 days after delivery or invoice date, whichever is earlier. In the case of non-conforming Goods, Buyer's shall immediately notify Bristol whether or not Buyer will continue to accept similarly nonconforming Goods and acceptance of any non-conforming Goods shall constitute a waiver by Buyer of specification requirements for said Goods. In any event, when the product shall have been altered from its original state, Buyer shall be deemed to have accepted the product. Buyer's acceptance of Goods tendered under this Order shall be final and irrevocable.
9. **DELIVERY:** Delivery dates are estimates and are based on timely receipt of complete and accurate approvals or other technical data from Buyer. Bristol shall not be liable, directly or indirectly, for any delay or failure to deliver where such delay or failure arises from any cause beyond Bristol's control or beyond the control of Bristol's suppliers or contractors. In the event of any such delay of failure in performance, Bristol shall have additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances; and Bristol shall also have right, to the extent necessary in Bristol's reasonable judgment, to apportion fairly among its various customers in such manner as Bristol may consider equitable, the goods then available for delivery. If, as a result of any such contingency, Bristol is unable to perform this Order in whole or in part, then to the extent that it is unable to perform, the contract shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion of the contract, if any.
10. **SHIPMENT:** In the absence of specific shipping instructions, Bristol will ship by the method it deems most advantageous. Transportation charges will be collected if prepaid, or will be invoiced to Buyer. Unless otherwise specified, Goods shall be shipped in standard commercial packaging. When special packaging is requested or, in the opinion of Bristol, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced to and paid by Buyer. Equipment held or stored for Buyer after an agreed upon delivery date shall be held or stored at Buyer's sole expense and risk.
11. **CANCELLATION AND RETURNS:** Orders for customized Goods, discontinued Goods and non-standard Goods (including any customization, modification or deviation to standard Goods) cannot be cancelled or returned, and are subject to a 100% cancellation charge. For standard products, a minimum charge of 20% will apply if an order is cancelled before shipment. Additional charges may be assessed for non-stock materials, partial or completed manufacture of non-stock parts, and other related costs. All returned Goods shall be subject to a minimum 25% restocking charge.
12. **LIMITED WARRANTY:** Except for such warranties expressly identified as warranties as are set forth in Bristol's current user's manual, catalog or written guarantee covering such Goods, **Bristol specifically excludes all other express warranties and makes no implied warranties, including but not limited to merchantability or fitness for a particular purpose. Bristol also makes no warranty that the Goods sold under the agreement are delivered free of the rightful claim of any third party, including without limitation any third-party claim of patent or other intellectual property infringement, misappropriation or violation.** If Buyer furnishes specifications to Bristol, Buyer agrees to hold Bristol harmless against any claim that arises out of compliance with the specifications. Any description of the Goods contained in this Order is for the sole purpose of identifying them, and any such description is not part of the basis of the bargain, and does not constitute a warranty that the Goods shall conform to that description. Any sample or model used in connection

with this Order is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the Goods will conform to the sample or model. No affirmation of fact or promise made by Bristol, whether or not in this Order, shall constitute a warranty that the Goods will conform to the affirmation or promise. Transfer of Goods sold in the United States and Canada to outside these territories without the permission of the Bristol voids the warranty.

13. **LIMITED REMEDY:** If Buyer notifies Bristol in writing sent by registered mail prior to the expiration of the applicable warranty period of a claimed defect and if Bristol determines that Buyer's claim is valid, Bristol may, at its option, repair the defective Goods or replace the defective Goods with conforming Goods at the F.O.B. point specified in this Order, or if Bristol determines that neither of these remedies is commercially reasonable, refund the purchase price for the defective Goods. Failure to so notify Bristol prior to the expiration of the warranty period shall constitute acceptance by Buyer and waiver of all claims for defects. All returns must be authorized by Bristol in advance.
14. **LIMITATIONS:** This warranty shall not apply to failures resulting from (i) normal wear and tear, (ii) alteration, misuse or abuse by Buyer or a third party, (iii) improper installation and/or maintenance by Buyer or a third party, or (iv) inaccurate and/or incomplete data supplied or approved by Buyer. Bristol's liability for damages shall in no event exceed the purchase price of the product on which the claim is based. Specifically, and without limiting the generality of the foregoing, Bristol shall not be responsible for liable to Buyer or to any third party for any lost profits, or incidental, consequential, indirect, special or contingent damages for any breach of warranty or any other claim of any type. Buyer shall be solely responsible for any agreement that Buyer makes with its customer which is contrary to the foregoing limitation of liability and/or warranty/process guarantee stated herein.
15. **BRISTOL'S REMEDIES:** If Buyer fails, with or without cause, to furnish Bristol with specifications and/or instructions for, or refuses to accept deliveries of, any of the Goods sold under this Order, or is otherwise in default under or repudiates this Order or any other contract with Bristol or fails to pay when due any invoice under this contract, then in addition to any and all remedies allowed by law, Bristol without notice (1) may bill and declare due and payable all undelivered products under this or any other contract between Bristol and Buyer and/or (2) may defer shipment under this or any other contract between Buyer and Bristol until such default breach or repudiation is removed and/or (3) may cancel any undelivered portion of this and/or any other contract in whole or in part (Buyer remaining liable for damages).
16. **SECURITY INTEREST:** Bristol hereby reserves a purchase money security interest in all Products sold hereunder and the proceeds thereof in the

amount of their purchase price until all such Goods have been paid for in full. The invoice shall serve as the security agreement. Buyer hereby agrees to perform all acts necessary or appropriate to assist Bristol in perfecting and maintaining such security interest. In the event of default by Buyer of any of its obligations to Bristol, Bristol shall have the right, without liability to Buyer to repossess the Goods sold hereunder.

17. **ASSIGNMENT:** This Order and Buyer's rights thereunder may not be assigned by Buyer except with the prior written approval of Bristol.
18. **WAIVER:** Waiver by Bristol of any provision of this Order or of a breach by Buyer 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.
19. **COMPLIANCE WITH LAWS; RBA CODE OF CONDUCT:** Bristol represents that the Goods sold under this Order were produced in compliance with all applicable requirements of the Fair Labor Standards Act, Equal Employment Opportunity and Affirmative Action Regulations. Bristol further represents that it is a participant of the Reasonable Business Alliance (RBA) and as such has adopted and uses its commercially reasonable efforts to adhere to RBA's Code of Conduct located at <https://www.responsiblebusiness.org/code-of-conduct/>.
20. **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 Buyer, Bristol may send such email to any Buyer 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](mailto: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 Buyer breaches this Order, Bristol will have all remedies available by law and at equity. Provisions of this Order which by their nature should apply beyond their terms including, without limitation, Sections 12, 15, 16 and 20 will remain in force after any termination or expiration of this Order.