



STANDARD TERMS AND CONDITIONS OF SALE

Steridose, LLC – Selling

These Standard Terms and Conditions of Sale apply to sales by Steridose, LLC (“STE”).

- 1. APPLICATION AND ACCEPTANCE.** These Standard Terms and Conditions of Sale (these “Terms”) govern all quotations, order acknowledgments, and sales of Products, Parts, and related services by Steridose, LLC (“Seller”) to the purchaser thereof (“Buyer”). These Terms, together with Seller’s written quotation or order acknowledgment and any documents expressly incorporated therein (collectively, the “Agreement”), constitute the entire agreement between the parties with respect to the Products and Parts ordered and supersede all prior or contemporaneous agreements, communications, and understandings, other than any distribution, reseller, or master purchase agreement executed by the parties. Seller’s acceptance of any order is expressly conditioned on Buyer’s assent to these Terms. The version of these Terms in effect at the time Seller accepts an order governs that order, and no subsequent revision of these Terms applies to it. Any additional, different, or conflicting terms proposed by Buyer (including in any purchase order or Buyer form) are hereby rejected and shall not apply unless expressly accepted in a writing signed by an authorized representative of Seller. Commencement of performance or shipment does not constitute acceptance of Buyer’s terms. No modification of these Terms is binding on Seller unless in a writing signed by Seller’s authorized representative. Where Buyer has executed a separate written distribution, reseller, or master purchase agreement with Seller, these Terms govern each purchase and sale of Products and Parts thereunder, and in the event of a conflict between these Terms and that agreement, that agreement controls to the extent of the conflict.
- 2. DEFINITIONS AND SELLING ENTITY.** “Seller” means Steridose, LLC, a Delaware limited liability company. Each sale is made solely by, and creates obligations solely of, the identified Seller entity; no other entity or affiliate has any liability under the Agreement. “Products” means the products offered for sale by Seller from time to time, including, where Buyer has executed a distribution or reseller agreement with Seller, the products listed on the product schedule to that agreement. “Parts” means parts for the Products that Seller may sell from time to time. “Contract Price” means the total price for the Products and Parts stated in the Agreement.
- 3. PRICES AND TAXES.** Prices are stated in U.S. dollars, are exclusive of all taxes, and are firm only for the validity period stated in Seller’s quotation (and if none is stated, for thirty (30) days from the quotation date). Where Buyer has executed a distribution or reseller agreement with Seller, the price for each order is Seller’s list price in effect at the time Seller accepts the order, less any discount set forth in the pricing schedule to that agreement, and the quotation-validity provisions of this Section do not apply to that order. Prices are based on the costs of labor, materials, components, and freight in effect as of the quotation date. For any order with a delivery duration exceeding six (6) months, or where Seller’s documented cost of raw materials, components, freight, or subcontracted services increases by more than three percent (3%) from the quotation baseline (from Seller’s list rather than a quotation, means the baseline in effect on the date Seller accepted the order), Seller is entitled to an equitable adjustment to the Contract Price, passed through at Seller’s documented cost without markup and, where applicable, tied to a published index. If any such adjustment increases the Contract Price by more than ten percent (10%), Buyer may cancel the affected order without charge by written notice given within ten (10) business days after Seller’s notice of the adjustment. All sales, use, excise, value-added, and similar taxes, and all tariffs, duties, and customs charges (other than taxes on Seller’s net income), are the responsibility of Buyer, and Seller may invoice them as a separate line item or surcharge.
- 4. PAYMENT TERMS.** Unless otherwise stated in the Agreement, Seller may at its discretion require that payment is made in advance, notwithstanding that delivery may not have taken place and that title to the Products and Parts has not passed. If advance payment is not required by Seller, payment shall be made within thirty (30) days of the invoice date (“Net 30”). Payment shall not be contingent upon Buyer’s receipt of payment from any owner, upstream contractor, or other third party; “pay-when-paid” and “pay-if-paid” provisions do not apply. If Buyer disputes any portion of an invoice, Buyer shall

pay the undisputed portion when due and provide written notice of the disputed amount, in reasonable detail, within ten (10) business days of the invoice date; failure to give such notice constitutes acceptance of the invoice. For any order with a value exceeding seventy-five thousand U.S. dollars (\$75,000), Seller may require a non-refundable deposit of thirty percent (30%) of the order value upon placement of the order, with the balance invoiced upon shipment and payable Net 30. Past-due amounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. If Buyer elects to pay by credit card, Buyer shall pay a surcharge of four percent (4%) of the amount charged to offset Seller's cost of card acceptance. Seller may suspend performance or shipment, without liability and with an equitable adjustment to schedule and price, if any undisputed amount is more than fifteen (15) days past due. All Products and Parts are sold, and all prices are quoted and invoiced, exclusively in U.S. dollars (USD), and Buyer shall make all payments in USD. Buyer bears all currency-conversion, exchange-rate, and bank charges, and no tender in any other currency discharges Buyer's payment obligations unless Seller expressly agrees in a writing signed by Seller's authorized representative. Buyer shall pay all amounts when due without set-off, deduction, counterclaim, withholding, or backcharge, except for amounts disputed in good faith and noticed as provided above. Buyer shall reimburse Seller for all reasonable costs of collecting past-due amounts, including reasonable attorneys' fees and court costs.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Delivery terms are FCA Seller's facility, Pleasant Prairie, Wisconsin (Incoterms 2020). Risk of loss passes to Buyer upon tender of the Products and Parts to the carrier at Seller's facility, notwithstanding any subsequent inspection, acceptance testing, or installation, and Buyer is responsible for transit and property insurance from that point forward. Title passes in accordance with Section 17. Delivery dates are good-faith estimates based on conditions known at order acknowledgment and are extended day-for-day for any delay caused by Buyer (including late approvals, submittals, change orders, or Buyer-furnished items), Force Majeure, or any other cause beyond Seller's reasonable control. Time shall not be of the essence unless expressly stated in the Agreement and accompanied by a defined grace period and reciprocal Buyer-delay and Force Majeure relief. Partial shipments are permitted. If Buyer fails to take delivery when the Products and Parts are ready, Seller may store the Products and Parts at Buyer's risk and expense, invoice them as if delivered, and charge reasonable storage and handling fees, without affecting risk of loss or the timing of Buyer's payment obligations.
6. **INSPECTION AND ACCEPTANCE.** Buyer shall inspect the Products and Parts within thirty (30) calendar days after delivery (the "Inspection Period") and is deemed to have accepted the Products and Parts unless Buyer provides written notice of rejection, specifying the non-conformity in reasonable detail, within the Inspection Period. Acceptance criteria are limited to the objective specifications expressly set forth in the Agreement, and payment is not deemed acceptance. Where a Factory Acceptance Test (FAT) is specified, successful completion of the FAT constitutes acceptance. Upon a justified rejection, Seller shall, at its option, repair or replace the non-conforming Products or Parts within a commercially reasonable time, which is Buyer's sole and exclusive remedy; Buyer is not entitled to return Products or Parts or recover shipping or installation costs as a remedy for non-conformity, and Buyer bears the cost of any re-inspection following Seller's cure.
7. **WARRANTY.** Seller warrants that the Products and Parts will be free from material defects in workmanship and will materially conform to the specifications expressly set forth in the Agreement for twelve (12) months after shipment (the "Warranty Period"). Where Buyer purchases for resale, the Warranty Period runs for the benefit of Buyer's end customer for twelve (12) months after Buyer's delivery to that end customer, but in no event later than eighteen (18) months after shipment by Seller. This sentence measures the duration of the Warranty Period only and confers no right on any end customer to enforce this warranty directly against Seller. Seller's sole obligation and Buyer's sole and exclusive remedy under this warranty is, at Seller's option, to repair, replace, or re-perform the non-conforming Products or Parts; repaired or replaced items are warranted only for the remainder of the original Warranty Period (no warranty restart). The warranty does not cover defects or damage arising from normal wear and tear; improper storage, installation, operation, or maintenance; modification or repair not performed by Seller; corrosion, erosion, or chemical attack from process media not specified in the Agreement; or Buyer-furnished designs, materials, or components. Components manufactured by third parties carry only the original manufacturer's warranty, which Seller shall pass through to the

extent assignable. Any technical advice, recommendations, or assistance Seller provides regarding the design, selection, installation, operation, or use of the Products and Parts is furnished in good faith but at Buyer's risk; Seller's liabilities are not extended by, and Seller assumes no liability for, such advice. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR (A) SELLER'S INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT (EXCEPT WHERE A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES SUBJECTS THAT INDEMNITY TO A LIABILITY CAP, IN WHICH CASE THAT CAP APPLIES), (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (C) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO SELLER UNDER THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PRICING REFLECTS THIS ALLOCATION OF RISK. WHERE A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES ALSO LIMITS SELLER'S LIABILITY, THE LOWER OF THE TWO LIMITS APPLIES. THIS LIMITATION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SURVIVES TERMINATION.
9. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, COST OF CAPITAL, OR COST OF SUBSTITUTE GOODS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This waiver applies to the maximum extent permitted by law and is not limited by any other provision of the Agreement.
10. **INTELLECTUAL PROPERTY.** All pre-existing intellectual property of each party ("Background IP") remains its sole property. Project-specific deliverables developed by Seller solely for Buyer ("Foreground IP") are assigned to Buyer upon final payment; provided that where Buyer purchases for resale as an authorized distributor or reseller of Seller, no Foreground IP is assigned and all intellectual property in and relating to the Products and Parts remains the sole property of Seller. Seller retains all rights in its Background IP and in its standard designs, tools, methodologies, software, and know-how, and grants Buyer a non-exclusive, perpetual, royalty-free license to use such Background IP solely as incorporated into the Products and Parts and solely for Buyer's internal operation and maintenance of the Products and Parts. Seller has no obligation to deliver source code, design files, or proprietary tooling, and Buyer shall not reverse-engineer Seller's software or firmware except as permitted by law.
11. **CHANGES.** No change to scope, specifications, schedule, or Contract Price is effective unless set forth in a written change order signed by both parties. Upon Buyer's change request, Seller shall, within ten (10) business days, submit a proposal stating the impact on price, schedule, and scope. Seller is not obligated to perform changed work until a change order is fully executed, and any work performed without one is at Buyer's sole risk. Seller is entitled to an equitable adjustment to price and schedule for any Buyer-directed change, differing site condition, Buyer- or third-party-caused delay or interference, or suspension, acceleration, or resequencing of the work.
12. **FORCE MAJEURE.** Neither party is liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, severe weather, war, terrorism, civil unrest, epidemics or pandemics, government actions, labor disputes or shortages, supply chain disruptions, raw material or component unavailability, transportation or utility failures, and cyberattacks (each a "Force Majeure Event"). The affected party shall give written notice within ten (10) days and use commercially reasonable efforts to mitigate. Schedule and delivery dates are extended day-for-day. If a Force Majeure Event continues more than ninety (90) consecutive days, either party may terminate the affected work upon written notice, and Buyer shall pay Seller in accordance with Section 15; provided that where Buyer has executed a distribution, reseller, or master purchase agreement with Seller, the termination rights and payment consequences set forth in that agreement apply to orders placed under it. Seller is entitled to an

equitable price adjustment for any material increase in its costs of performance resulting from a Force Majeure Event.

13. **CONFIDENTIALITY.** "Confidential Information" means all non-public information disclosed by one party to the other in connection with the Agreement, in any form, that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure, including designs, drawings, specifications, software, pricing, and business and customer information. Each party shall hold the other's Confidential Information in confidence, use it solely to perform the Agreement, and protect it with at least reasonable care. Confidential Information information that is or becomes public through no fault of the receiving party, was known without obligation prior to disclosure, is independently developed without reference to the disclosing party's information, or is rightfully received from a third party. A party may disclose as required by law or court order with prompt notice and a reasonable opportunity to seek protection. These obligations survive for two (2) years after expiration or termination of the Agreement, except that obligations with respect to trade secrets and to Seller's technical, design, and manufacturing information continue for so long as the information remains a trade secret or is otherwise protectable under applicable law.
14. **COMPLIANCE WITH LAWS; ANTI-CORRUPTION.** Each party shall comply with all applicable laws and regulations in performing the Agreement, including the U.S. Foreign Corrupt Practices Act, applicable anti-bribery laws, and applicable export control and economic sanctions laws (including those administered by OFAC). Each party represents that, as of the effective date, neither it nor its personnel performing under the Agreement appears on any applicable government debarment, denied-party, or sanctions list. Each party shall promptly notify the other of any material non-compliance affecting the Agreement and cooperate reasonably to remediate it.
15. **TERMINATION.** This Section governs termination of an order placed under these Terms and does not limit either party's right to terminate any distribution, reseller, or master purchase agreement in accordance with its terms. Either party may terminate the Agreement for cause upon written notice if the other materially breaches and fails to cure within thirty (30) days after written notice specifying the breach, or immediately if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed against it that is not dismissed within sixty (60) days. If Buyer terminates for convenience, or for any reason other than Seller's uncured material breach, Buyer shall pay Seller, as Seller's sole remedy, for (i) all work properly performed through termination, (ii) all materials, equipment, and subcontracts procured or committed (whether or not cancelable, with Seller using reasonable efforts to mitigate), (iii) reasonable demobilization and close-out costs, and (iv) a reasonable profit on work performed and committed. In no event shall Seller be liable for reprocurement costs, replacement-cost differentials, or consequential damages arising from any termination.
16. **ASSIGNMENT.** Neither party may assign the Agreement without the other's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided that either party may assign, with prior written notice but without consent, to an affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets or the relevant business. Any purported assignment in violation of this Section is void. The Agreement binds and benefits the parties and their permitted successors and assigns.
17. **RETENTION OF TITLE; SECURITY INTEREST.** Title to the Products and Parts passes to Buyer only upon Seller's receipt of payment in full of the Contract Price. Until then, Seller retains a purchase-money security interest in the Products and Parts and their proceeds to secure Buyer's payment obligations, and Buyer authorizes Seller to file any UCC financing statements reasonably necessary to perfect that interest. Risk of loss passes as provided in Section 5, independent of the passage of title.
18. **GOVERNING LAW; JURISDICTION; JURY WAIVER.** The Agreement is governed by the laws of the State of Delaware (the "Governing State"), without regard to conflict-of-laws principles, and the U.N. Convention on Contracts for the International Sale of Goods does not apply. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Governing State for any dispute arising under or relating to the Agreement and waives any objection to venue or forum non conveniens. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY. Before commencing litigation, the parties shall first attempt in good faith to resolve any dispute through senior-management

negotiation within thirty (30) days of written notice; either party may at any time seek injunctive relief to prevent irreparable harm or to protect Confidential Information or intellectual property.

- 19. INDEMNIFICATION.** Each party (as "Indemnitor") shall defend, indemnify, and hold harmless the other party and its officers, directors, employees, and agents from and against third-party claims, and resulting damages, liabilities, costs, and reasonable attorneys' fees, to the extent caused by the Indemnitor's negligence, willful misconduct, or breach of the Agreement and arising out of bodily injury, death, or damage to tangible property. Seller shall further defend and indemnify Buyer against third-party claims alleging that the Products and Parts, as supplied by Seller, infringe a U.S. patent, copyright, or trademark or misappropriate a trade secret; provided that Seller has no obligation for claims arising from (i) Buyer's designs, specifications, or materials, (ii) modification of the Products and Parts by anyone other than Seller, (iii) combination of the Products and Parts with items not supplied by Seller, or (iv) use of the Products and Parts other than as intended. If the Products and Parts are or may become subject to such a claim, Seller may, at its option and expense, procure for Buyer the right to continue using the Products and Parts, modify or replace them to make them non-infringing, or accept return of the Products and Parts and refund their depreciated purchase price; this states Seller's entire liability and Buyer's sole and exclusive remedy for intellectual property infringement. Each indemnity is conditioned on the indemnified party giving prompt written notice, providing reasonable cooperation, and granting the Indemnitor sole control of the defense and settlement, except that the Indemnitor may not settle any claim in a manner that imposes liability on or requires admission by the indemnified party without its prior written consent. Neither party's indemnification obligations extend to claims to the extent caused by the indemnified party's own negligence or willful misconduct.

- 20. CANCELLATION AND RETURNS.** Custom, made-to-order, and project Products and Parts are not eligible for return, refund, or exchange. Standard catalog Products and Parts may be returned only within six (6) months of delivery and only with Seller's prior written authorization and are subject to a restocking charge of not less than twenty percent (20%) of the price of the affected Products and Parts, plus all freight and handling charges; credit is issued only after Seller's physical receipt and inspection of the returned Products and Parts in resalable condition. Cancellation of an order is governed by Section 15, and no cancellation relieves Buyer of payment obligations accrued or committed before the effective date of cancellation. Seller's recovery on cancellation shall in no event be less than a cancellation charge equal to the greater of fifteen percent (15%) of the value of the cancelled order or all costs incurred and non-cancelable costs committed by Seller in connection with the cancelled order, except where Buyer cancels an order under the price-adjustment provisions of Section 3.

- 21. GENERAL. Notices must be in writing and delivered to the addresses stated in the Agreement.** If any provision is held unenforceable, the remainder continues in effect and the provision is reformed to the minimum extent necessary. No waiver is effective unless in writing, and no waiver of one breach waives any other. The Agreement creates no third-party beneficiaries. The provisions of Sections 7 through 20 and Section 22 survive expiration or termination. In the event of any conflict, the following order of precedence applies: first, any executed distribution, reseller, or master purchase agreement between the parties; second, project-specific terms set forth in Seller's quotation or order acknowledgment (including any milestone payment schedule, retention, liquidated damages, or backcharge terms); and third, these Terms. The Agreement may be executed and accepted electronically and in counterparts, each of which is an original. Any claim or action arising out of or relating to the Agreement must be commenced within one (1) year after the cause of action accrues, except for actions by Seller to collect amounts owed.

22. Export Terms and Compliance with export control regulations

When Products and Parts are supplied for export, the provisions of this clause shall apply notwithstanding any other provision of these Terms (subject to any special terms agreed in writing by Buyer and Seller). Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products and Parts into the country of destination and for payment of any duties and other charges thereon.

Inspection and acceptance of the Products and Parts are governed by Section 6.

Buyer shall comply with all applicable national and international export control regulations worldwide.

Buyer shall check and guarantee that:

- There will be no infringement of any embargo imposed by the European Union, USA or the United Nations by the transfer in question, by brokering of contracts regarding the Products and Parts or by provision of other economic resources in connection with the Products and Parts and concerning the prohibition of bypassing any of the mentioned embargos.
- The Products and Parts transferred are not intended to be used in connection with armaments, nuclear technology, or weapons, to the extent such use is subject to prohibition or authorization, unless proper authorization has been obtained.
- Buyer adheres to the regulations of all applicable sanctioned-party lists of the European Union, the United States (including OFAC-administered lists), and the United Nations concerning trade with the entities, persons, or organizations listed therein.

For the purpose of conducting export control checks, Buyer shall promptly upon request provide Seller or authorized authority with all information regarding the relevant end-customer in question in particular with regard to the destination of the Products and Parts and their intended use.

Buyer shall indemnify and hold Seller harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or in relation to any noncompliance with export control regulations by the Buyer or any other entity, person or organizations to which the Products and Parts are transferred by Buyer. Buyer shall compensate Seller for all losses and expenses resulting from the noncompliance with the provisions as in this section.