1. ACCEPTANCE AND COMPLETE AGREEMENT. This order is Buyer’s offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller shall be made by (a) executing and returning the acknowledgement copy, or (b) delivering any of the goods ordered herein or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Buyer shall be expressly assented to in writing by Seller. This order is a complete and exclusive statement of the terms and conditions of the agreement between Seller and Buyer.

2. PACKING AND SHIPPING. All goods shall be packed, rated and braced to prevent damage or deterioration in accordance with Uniform Freight Classification Rules and Regulations and Carrier Tariffs and shall be shipped prepaid, insurance, if paid by Buyer, against loss or damage in transit, to the extent stated in the order. All shipments shall be forwarded on one day via one route shall be consolidated and shipped to protect lowest transportation charge. Each container shall be consecutively numbered and marked with order number and warehouse location. Container and temperature shipments shall be indicated on Bill of Lading. Two copies of packing sheets, showing order number shall be attached to No. 1 container of each shipment. Goods sold F.O.B. place of shipment, shall be forwarded collect, unless otherwise specified on face of order. Seller shall make no declaration concerning value of goods shipped, except at lowest rate.

3. BILL OF LADING. Description of goods shall be described in Uniform Freight Classification of Carrier Tariffs and not by trade or technical name. Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller.

4. CANCELLATION. Time of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if: (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed by any court to take possession or control of Seller; or (g) Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state where Seller has signed this order.

5. INVOICE AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified on this order, no invoice shall be issued prior to shipment of the goods and payment shall be made prior to receipt of both the goods and a correct invoice. Applicable discount periods shall be computed from the date of receipt of the goods and a correct invoice to the date Buyer’s check is mailed. Unless freight and other charges are itemized, discount shall be taken on the full amount of invoice.

6. WARRANTIES. Seller warrants that: a. Price. The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities.

b. Quality. All goods delivered under this order will conform to the requirements of this order (including all applicable descriptions, specifications, and drawings), will be free from defects in material and workmanship and will, to the extent not manufactured pursuant to detailed specifications furnished to Seller, be free from defects in design and fit for the intended purposes, and Seller’s warranties and any more favorable warranties, service policies, or similar undertakings of Seller shall be enforceable by Buyer’s customers and the users of Buyer’s goods, as well as by Buyer.

c. Compliance with Laws. In the performance of this order, Seller will comply with all applicable federal, state, local laws and all applicable regulations thereunder, including the Fair Labor Standards Act, as amended (29 U.S.C. Sec 201-219), the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. Sec. 2301), the Contract Work Hours Standards Act (40 U.S.C. 327-330), the Occupational Health and Safety Act (Pub L 91-596), and all lawful rules and regulations thereunder and all applicable laws and regulations as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

7. INDEMNITY AND INSURANCE. a. Patent Indemnity. Seller, at its expense, shall protect, defend and indemnify Buyer, Buyer’s customers, and the users of Buyer’s goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller’s obligations shall not be affected if the unpatented goods are designed and made not to infringe, or not to any infringement arising from the use or sale of goods in combination with goods not delivered by Seller if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Seller’s indemnity shall extend to the U.S. government only if and to the extent Buyer has agreed to indemnify the U.S. Government.

b. General Indemnity. Seller, at its expense, shall indemnify Buyer and save Buyer harmless from any and all liability, claims, causes of action or claims, whether founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to tangible or intangible property, whether caused by Seller’s negligence or other act or omission, including any increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.

8. CHANGES AND DISCREPANCIES. Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in method of contracting and performance, and any increase or decrease in price in the time required for performance, Seller shall immediately notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.

9. FORCE MAJEURE. Seller shall not be liable for any delay or failure to deliver any or all of the goods ordered under this agreement upon contractual liability arising from causes beyond Seller’s reasonable control. Such causes include governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Seller’s reasonable control. Similarly, Buyer shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer’s reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller’s capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period of the excused incapacity in a fair and equitable manner. Where either Seller or Buyer claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell nor Buyer obligated to purchase at a later date that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use or pay for the goods under this contract as a result of failure of Seller to perform as a result of force majeure.

10. REQUIREMENTS FOR FEDERAL SUBCONTRACTORS. Seller shall comply with all Federal requirements applicable to Federal subcontractors, including without limitation those requirements relating to equal employment opportunity, minority business subcontracting, small business subcontracting, labor surplus area subcontracting and clean air and water, and the request of Buyer, Seller shall execute and shall be bound by any certifications or agreements incorporating such requirements in forms approved by Buyer.

11. ASSIGNMENTS. No assignment of any rights, including rights to money due to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until it has been written confirmed by Buyer.

12. INSTALLATION. If this order requires Seller to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on Buyer’s premises, Seller agrees, whether or not a separate charge is made therefor, that such supervisor, expert or other employee of Seller, in performing such services, shall be an agent of Seller and shall not be an employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom. Seller assumes exclusive liability for any payroll or other taxes imposed upon the employer by an Federal or State law.

13. DECLINE IN PRICE. Buyer shall be protected against declining prices on the undelivered portion of the order from the commencement of the contract to the date of delivery and any reductions of prices to lower prices to other purchasers, but if Seller should refuse to do so Buyer shall have the right to cancel any or all of the balance due on this order without cost to Buyer.

14. NOTICE OF LABOR DISPUTE. Whenever Seller has knowledge that any actual or potential labor dispute may delay this order, Seller shall immediately notify and submit the substance of such dispute and any subcontractor immediately hereunder as to which a labor dispute may delay this order. However, any subcontractor need give notice and information only to its next higher tier contractor.

15. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE. No news release, including photographs and film, advertisements, public announcement, denial or confirmation of same or any other publicity of the manufacture of any program thereunder shall be made without prior written approval of Buyer.

16. APPLICABLE LAW. This order shall be governed by the Uniform Commercial Code of the State of Illinois.

17. WAIVER. The right of Buyer to require strict performance of this order shall not be affected by any prior waiver of course of performance.

18. PRICE. Price shall include all costs of delivery.

19. CONFIDENTIALITY. Supplier shall treat all information provided by or on behalf of Burton Medical, LLC or generated by Supplier for Burton Medical LLC under the Agreement as confidential. All such information shall be supplied by Supplier only for the purposes of the Agreement. Supplier shall protect Burton Medical LLC’s information using not less than the same degree of care and security that Supplier would use in protecting its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Burton Medical LLC and Supplier shall, upon Burton Medical LLC’s demand, promptly return to Burton all such information and shall not retain any copy thereof.

The existence and the contents of the Agreement shall be treated as confidential by Supplier.

20. PURCHASER’S PROPERTY. Tangible or intangible property of any nature furnished to Seller by Buyer or purchased or otherwise supplied in connection therewith, and any replacements or attachments, are the property of Purchaser and, unless otherwise agreed in writing by Purchaser, will be used by Seller solely to render services or provide goods to Purchaser. Supplier will not substitute any property or take any action inconsistent with Purchaser’s ownership of such property. While in Seller’s custody or control such property will, at all times, be held at Seller’s risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to Purchaser, and will be subject to removal at Purchaser’s written request, in which event Seller will prepare such property for shipment and delivery to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller’s expense.

April 29, 2019