

**TIDI Products, LLC
Posey Products, LLC
U.S.A.**

General Terms & Conditions of Sale

1. **Scope and Acknowledgment.** These terms and conditions of sale (the "Terms") shall apply to all sales of goods and services ("Goods") by TIDI Products, LLC and its Affiliates ("Seller") to the buyer named on the order confirmation accompanying these terms (along with its Affiliates, the "Buyer"). For purposes of these Terms, "Affiliates" shall include any entity controlled by, or that control, Seller or Buyer respectively or are partially owned by either Seller or Buyer, respectively.

2. **Assent to Terms.** The sale of Goods by Seller is expressly conditioned upon the assent by Buyer to these Terms and the rights of the parties shall be governed exclusively by these Terms and any corresponding pricing, manufacturing, supply, or distribution agreement between the parties (each an "Agreement"). Any attempt by Buyer to vary these Terms or any term, condition, or provision in any related Agreement, in any acceptance, acknowledgment, confirmation, purchase order, or otherwise containing additional, different, or inconsistent terms and conditions (collectively "Different Terms") is hereby expressly objected to and rejected by Seller. Seller's dealings with Buyer or silence in response to Different Terms proposed by Buyer shall not be deemed acceptance of the Different Terms or a modification of these Terms. No person may modify these Terms without the written consent of Seller by a duly authorized representative. No course of dealing or trade usage modifies these Terms. Except as stated specifically in an Agreement, Seller at all times reserves the right to refuse – in writing – any order from Buyer at its sole discretion. To the extent of any inconsistency between these Terms and any term, condition, or provision of any applicable Agreement between the parties, the terms, conditions, or provisions of the Agreement shall control.

3. **Ordering.** To place an order by telephone, Buyer should call Seller's Customer Service Department at 800/521-1314, fax to 800/837-7770, or email to excellence@TIDIProducts.com. To contact Seller by mail, Buyer should write to: TIDI Products, LLC, P.O. Box 806, Neenah, WI 54957-0806. All orders for Goods by Buyer shall be subject to acceptance in writing by Seller ("Order Acknowledgement") at its principal place of business and shall not be binding until the earlier of such Order Acknowledgement or shipment and, in the case of acceptance by shipment, only as to the portion of the order actually shipped.

4. **Shipment and Acceptance.** Shipment (and delivery) of an order on any specified date is subject to the availability of the Goods, and it is understood that any date specified by Seller or Buyer is an estimated and projected shipment date. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR PENALTY FOR DELAY IN PRODUCTION OR SHIPMENT OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. Failure by Seller to ship Goods by any specified shipment date shall not provide a basis for cancellation of any order. Seller may ship Goods in advance of any shipment schedule, and Seller may ship Goods in partial shipments. Upon receipt of shipment, it is Buyer's or Buyer's agent's responsibility to fully inspect the Goods for damage or other problems. Buyer shall, within five (5) days after receipt of Goods, inspect the Goods and immediately report in writing to Seller any shortages, damages, or defects reasonably observable by proper inspection. Notwithstanding the foregoing, Buyer must (i) report any visible damage to the Goods to the carrier at time of delivery, and (ii) note the damage when signing for the Goods. If Buyer fails to inspect or report any shortages, damages, or defects in the time required under this section, Buyer shall be deemed to have unqualifiedly accepted the Goods and the condition in which the Goods were delivered. If Buyer rightfully rejects any Goods under this section, Buyer's sole

remedy shall be to return the Goods pursuant to these Terms, and Seller shall then, upon return, either (i) replace the Goods with conforming Goods, or (ii) reimburse Buyer for the net invoice price of the Goods based on the non-conforming Goods, in Seller's sole discretion. Not in limitation of the foregoing or any other provision of these Terms, Seller shall not be responsible for damaged Goods or shortages of shipments for Goods that are shipped via Buyer's carrier account number.

5. **Delivery Cost and Risk of Loss.** Except as otherwise set forth in any corresponding Agreement or on the face of a purchase order accepted in writing by Seller, delivery of Goods shall be at Buyer's sole expense, from Seller's applicable manufacturing facility or warehouse (Incoterms, 2020), and using Seller's standard methods for packaging and shipping such Goods. Seller is not responsible for loading, sorting, or segregating at or beyond Seller's delivery point. Seller reserves the right to make shipment in installments; all such installments are to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in shipment of any installment shall not relieve Buyer of its obligations to accept remaining shipments. Risk of loss and damage, along with title, to Goods shall pass to Buyer upon departure from TIDI's facility, subject to any security interest of Seller set forth in these Terms. It is Buyer's responsibility to be available at the time of delivery, and the shipping carrier shall determine, in its discretion, whether it will leave the Goods at Buyer's address without a signature. Goods shall be packaged and labeled in accordance with the standard labeling practices of Seller and as required by applicable law. Identification of Goods shall be with Seller's part number. Except as set forth in a related Agreement, special packaging or labeling shall be an additional charge to Buyer. Any expedited or rush order requests will be considered and shall be at Buyer's sole expense.

6. **Pricing and Payment.** All prices shall be specified by Seller and are subject to change as set forth in Section 6 herein. Seller reserves the right to invoice at prices in effect at time of shipment if Buyer requests a shipment date more than thirty (30) days after a sales quotation is signed and accepted by Buyer, or thirty (30) days after an order is made by Buyer. All accounts are due and payable net thirty (30) days of purchase and shall be subject to a 1.5% per month late charge on any past due balance. All payments must be made by check, ACH or other approved electronic funds transfer (immediately available funds). Seller retains all rights to extend or remove credit for any reason, and to require Cash-On-Delivery or Cash-In-Advance. Payment shall not be subject to any right of set-off. Seller may require a deposit on special order items. Buyer's minimum order is \$500.00 (Distributor minimum order is \$1,000.00). Orders less than \$500.00 may be subject to a processing fee of up to \$25.00. Drop ship orders may incur additional fees, call customer service for additional information. Except as provided otherwise by Seller, all payments must be made in U.S. currency (dollars). Buyer shall have seventy-two (72) hours after receipt of invoice to dispute the amount billed by written notice to Seller, or else Buyer shall be deemed to have irrevocably waived its right to dispute the amount invoiced. Buyer's notice to Seller shall set forth the (i) total amount in dispute, (ii) specific reference to the line items in dispute, and (iii) the detailed reasons for the dispute. In addition, Buyer shall timely pay any amount not in dispute as required by these Terms or else Buyer shall be deemed to have forfeited its right to

continue its dispute. Buyer and Seller shall work together in good faith to resolve any billing or fee dispute within sixty (60) days after written notice from Buyer to Seller. If Buyer and Seller are unable to resolve the fee dispute after such (60) day period, either party may seek such remedy available to them under these Terms.

7. **Taxes and Other Charges.** All orders by Buyer shall be subject to applicable sales tax unless Buyer files a valid exempt certificate with Seller at the time of signing a sales quotation or making an order. Buyer must re-file the exempt certificate with Seller every calendar year. Delivery of a certificate shall be deemed a representation to Buyer of such exemption, and Buyer shall indemnify Seller against any damage, loss, or liability in the event the representation is untrue. In addition to the purchase price and sales tax, Buyer shall pay all other taxes (including without limitation, manufacturer's tax, occupation tax, use tax, excise tax, turnover or value-added taxes, medical device tax, duty, custom, inspection or testing fee, or any other tax, fee, interest, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer) or similar charges associated with the purchase of the Goods. In the event Seller is charged for such taxes or other charges, Buyer shall promptly reimburse Seller no later than fifteen (15) after notice from Seller..

8. **Right to Assurance.** Whenever Seller in good faith has reason to question Buyer's ability or intent to perform, Seller may demand in writing adequate assurance from Buyer of Buyer's ability or intent to perform and may suspend performance hereunder pending receipt of assurance satisfactory to Seller, in Seller's sole discretion. In the event that such a demand is made and such assurance is not given within a reasonable time (and no greater than 30 days in any case), Seller may either continue performance or treat that failure as an anticipatory repudiation of the agreement by Buyer and exercise any remedy available to it under these Terms or by law or in equity.

9. **Change or Cancellation.** Signed and accepted orders are not subject to change or cancellation, except with Seller's written consent, which shall not be unreasonably withheld. It is understood that, without limiting the foregoing sentence, any preparation, mobilization, or commencement of work by Seller shall always be deemed a permissible reason to withhold consent. Buyer shall be responsible for any costs, charges, or fees associated with an order at the time of Seller's receipt of any purported notice of change or cancellation, up to the full amount of the order. Seller reserves the right to modify, change, or replace Goods from time to time, for any reason, with reasonable notice. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers upon reasonable notice to Buyer.

10. **Warranty/Disclaimers.** Unless otherwise stated on the Instructions for Use of the applicable Goods, Seller warrants to Buyer that: (i) non-disposable/non-expendable/non-consumable Goods manufactured by it and sold to Buyer will be free from defects in materials and workmanship for a period of one (1) year after shipment to Buyer; (ii) disposable/expendable/consumable Goods will be free from defects in materials and workmanship for a period that terminates upon the earlier of (x) sixty (60) days after shipment to Buyer or (y) upon initial use. If, within such applicable period, any such Good shall be proved to Seller's satisfaction to be defective, such Good shall be either (i) replaced at Seller's expense or (ii) the amount paid for such defective Good(s) shall be refunded, in Seller's sole and absolute discretion. Such replacement or refund shall be Seller's sole obligation and Buyer's exclusive remedy hereunder and shall be conditioned upon Seller's

receiving written notice from Buyer of any alleged defect within the earlier of (a) five (5) days after its discovery or (b) the date by which Buyer was required to inspect such Goods if such defect could have been discovered upon inspection, and also, at Seller's option, return of such Goods to Seller's facility from which the Goods originally came. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KINDS, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.** Buyer is solely responsible for determining the appropriate use of the Goods. Seller makes no warranties or representations related to any third party goods or services. Any modification of the Goods or use inconsistent with any instructions related to the Goods by any person or entity other than Seller shall immediately void all Seller's obligations with respect to the limited warranties and remedies provided herein. The limited warranties provided herein are conditioned upon the proper storage and use of the Goods.

11. **Limitation of Liability.** Buyer acknowledges that the price of the Goods is predicated on the enforceability of the following limitation of liability, that the price would be substantially higher if Seller could not limit its liability as herein provided, and that Buyer accepts this limitation of liability in exchange for the lower price. **ACCORDINGLY, SELLER SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES, OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGE TO EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PROPERTY, PLANT, EQUIPMENT, SYSTEM, OR DOWNTIME COSTS. IN ADDITION TO THE COMPLETE CATEGORICAL LIMITATIONS ABOVE, SELLER'S TOTAL AGGREGATE LIABILITY FOR DIRECT CONTRACTUAL DAMAGES HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS FROM WHICH ANY CLAIM OR DAMAGES MAY ARISE, SUBJECT IN ALL CASES TO ANY OTHER LIMITATION OF DAMAGES OR REMEDIES AS SET FORTH HEREIN.** Buyer acknowledges and agrees that any claim or cause of action that Buyer may have arising out of or relating to the Goods, the purchase order, or these Terms must be filed on or before one (1) year after such claim or cause of action arises or forever be barred. Buyer acknowledges that Buyer's sole and exclusive remedy arising out of or in connection with these Terms or any purchase order or related Agreement between the parties shall be limited solely to the replacement of any defective or non-conforming Good(s), or a refund of the amount of the purchase price, at Seller's option.

12. **Limitation of Damages - Termination of Actual or Perceived Distribution Relationship.** **IF BUYER IS A DISTRIBUTOR OR AGENT OF SELLER, SELLER SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF ANY ACTUAL OR PERCEIVED DISTRIBUTION AGREEMENT OR ARRANGEMENT BETWEEN THE PARTIES HERETO. BUYER WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY**

COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THESE TERMS UNDER THE LAW OF THE APPLICABLE JURISDICTION OR TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THESE TERMS. Except as set forth in any Agreement, this is not an exclusive distribution agreement or arrangement. Buyer may only sell the Goods into territories preapproved by Seller in writing. Upon request, Buyer shall provide documentation establishing the location and name of the customers purchasing Goods from Buyer. Seller shall be not liable to Buyer on account of termination or expiration of these Terms for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either Seller or Buyer or for any other reason whatsoever based upon or growing out of any termination or expiration hereof. Buyer acknowledges that (i) Buyer has no expectation and has received no assurances that any investment by Buyer in the promotion of the Goods will be recovered or recouped or that Buyer will obtain any anticipated amount of profits by virtue of these Terms, and (ii) Buyer will not have or acquire by virtue of these Terms or otherwise any vested, proprietary or other right in the promotion of the Goods or in "goodwill" created by its efforts hereunder. **THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THESE TERMS AND THAT SELLER WOULD NOT HAVE ENTERED INTO THESE TERMS BUT FOR THE LIMITATIONS AS SET FORTH HEREIN.**

13. **Compliance with Laws.** Buyer shall obtain all licenses, permits, and approvals required by any government or applicable authority, and shall comply with all applicable laws, rules, regulations, policies, and procedures, and any requirements applicable to the importation, exportation, use, sale, lease, purchase, destruction, and distribution of the Goods. Buyer agrees to comply with all applicable export laws and restrictions and regulations of the United States Department of Commerce or other United States agency or authority.

14. **Indemnification.** BUYER SHALL DEFEND (WITH COUNSEL ACCEPTABLE TO SELLER), INDEMNIFY, AND HOLD HARMLESS SELLER AND ITS AFFILIATES, AND ALL OF THEIR OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH AN "INDEMNIFIED PARTY" AND, COLLECTIVELY, THE INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS) ARISING FROM, BASED UPON, RELATED TO, OR IN ANY WAY CONNECTED WITH (i) BUYER'S MISUSE OF SELLER'S CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY, OR (ii) BUYER'S BREACH, WHETHER MINOR OR MATERIAL, OF ITS OBLIGATIONS SET FORTH IN THESE TERMS AND ANY CORRESPONDING AGREEMENT, OR WITH ANY APPLICABLE LAW, REGULATION, TREATY OR ORDER. If an Indemnified Party becomes aware of any claim, event, or fact that may give rise to a claim by such party for indemnification under these Terms, the Indemnified Party shall notify the Indemnifying Party. Indemnified Party's failure to provide a notice to Indemnifying Party under this Section 13 does not relieve Indemnifying Party of any liability that it may have to Indemnified Party. The Indemnified Party shall give the Indemnifying Party control over the proceedings and reasonably cooperate in the investigation, settlement, and defense of such claims at the Indemnifying Party's expense; provided that the Indemnified Party may, at its own expense, participate in such defense. The Indemnifying Party shall not enter into a settlement of such claim that does not include a full release of the Indemnified Party, without the Indemnified Party's consent, nor shall the

Indemnifying Party be permitted to admit fault or liability on behalf of the Indemnified Party. If the Indemnifying Party does not assume control over the defense of a claim as provided in this Section 13, the Indemnified Party may defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, plus an administrative fee of ten percent (10%) of the cost and expense of the proceedings to the Indemnified Party. Should Seller have an obligation to indemnify Buyer under an Agreement, then Buyer shall promptly notify the Seller of the claim, event, or fact giving rise to such a claim by Buyer for indemnification, and thereafter, Seller shall have the exclusive control over the related proceedings, including the right to enter into settlement of any such proceedings, and Buyer shall reasonably cooperate in the investigation, settlement, and defense of such claims.

15. **Returns.** Approval for the return of any Goods must be obtained from Seller prior to such return, and any returned Goods must be identified by a "Return Authorization Number" and a Return Merchandise Authorization ("RMA") provided by the Seller. Buyer should contact a Customer Relations Representative to obtain a Return Authorization Number. If the return of Goods is approved, at Seller's sole discretion, returned Goods must be securely packaged and must reach Seller's designated delivery point without damage, all at Buyer's risk of loss and expense. Goods may only be returned within sixty (60) days of delivery of the Goods as required herein and must have a shelf life of not less than six (6) months upon receipt by Seller or Seller's designee. All sterile Goods must be returned in original, unopened, and undamaged packages. Returned Goods meeting the criteria set forth above will be credited at the net invoice price at the time of purchase. Goods that are authorized for return by Seller other than those returned due to delivery or shipping error on the part of Seller or defectiveness in materials or workmanship (as stated elsewhere in these Terms) must be returned freight pre-paid, and are subject to a 25% restocking charge. Return of Goods having a remaining shelf life of less than six (6) months is prohibited, unless approved in advance by Seller or its designees.

16. **Liens and Claims.** To the fullest extent allowable by law, Seller retains all lien rights and claims against property for supplying Goods to Buyer. In addition to the foregoing, as collateral security for the payment of the invoiced price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the State of Wisconsin's Uniform Commercial Code. Buyer shall execute any documents or instruments to further evidence or perfect such security interest, and Buyer shall be fully responsible for all payments and claims if lien rights are found unenforceable for any reason. Upon full payment for the Goods, Seller will release all lien claims against Buyer and security interests in the Goods.

17. **Force Majeure.** Seller shall not be liable for any claim, expense, loss or damage arising from Seller's delay in performing, or failure to perform, as a result of equipment failures, power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of materials, fires, floods, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance by third parties, or any other occurrence or loss beyond the reasonable control of Seller. No obligation of Buyer to make payment due and owing to Seller shall be relieved or extended by the doctrines of force majeure, impossibility, or impracticability of contract, or any like claim or defense. It is understood that the parties are expressly

allocating the risk of unforeseen or uncontrollable events or circumstances affecting Buyer's performance onto Buyer, with Buyer is expressly waiving any right to invoke or rely on any such claim or defense.

18. **Waiver.** Failure by Seller to insist upon strict performance of any Terms shall not be considered a continuing waiver of such Terms or any of Seller's rights hereunder.

19. **Successors, Assigns and Affiliates.** These Terms are binding upon and shall inure to the benefit of the parties, their Affiliates, and their respective heirs, executors, legal representatives, successors, and permitted assigns. Buyer may not, directly or indirectly, assign, delegate, transfer, convey, or subcontract all or any portion of its rights, duties, and obligations under these Terms without the prior written consent of Seller, which may be withheld at Seller's sole discretion, except in the case of an assignment to a subsidiary of Buyer where Buyer remains liable for such subsidiary's payment and performance.

20. **Independent Contractors.** Seller shall be in the position of an independent contractor to Buyer with respect to any order. Neither party has or will have any power to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party. The parties do not intend to create any agency, partnership, joint venture, or like relationship through these Terms.

21. **No Third Party Beneficiary.** Neither these Terms or any order of Goods is intended to create any right, claim, or remedy in favor of, or impose any obligation upon, any person or entity other than the parties hereto.

22. **Severability.** If any section of these Terms is held by a court of competent jurisdiction to be illegal, or unenforceable for any reason, such determination shall not affect the remainder of this order.

23. **Electronic Transactions.** The parties intend that these Terms can be electronically submitted and accepted, that the email addresses provided on any attached order or sales documents can be used to provide any required notice or communications, and that the electronic transactions provisions in Wis. Stat. Chapter 137 apply to this quotation.

24. **Food and Drug Administration.** Claims and statements made by Seller about specific Goods may not have been evaluated by the United States FDA (Food and Drug Administration). Buyer should consult with a qualified healthcare professional or physician before use of any Goods.

25. **Emergency Product Allocation.** In the event of a shortage of any Goods, as determined solely by Seller, Seller shall allocate sales of Goods among purchasers in its sole discretion.

26. **Confidentiality.** Buyer acknowledges that, unless and only to the extent Seller specifically agrees to the contrary in advance in writing, these Terms, and all other information as to quantity, cost, and prices charged to Buyer by Seller for Goods, all information relating to marketing, Goods, designs, ideas, sales volume, and data regarding Seller, sketches, specifications, prototypes, models, and samples, or any design or production techniques, and other information, whether or not identified as confidential or proprietary, shall be maintained in confidence by Buyer (hereinafter the "Confidential Information"). The confidentiality obligations of this section shall not apply to information which (i) Buyer is compelled to disclose by judicial or administrative process; provided that Buyer shall promptly give Seller advance notice

of its intention to make such disclosure so that Seller may have the opportunity to prevent or restrict such disclosure if it deems such prevention or restriction in its best interest; (ii) Buyer can show to have been generally available to the public other than as a result of a breach of this section; or (iii) Buyer can show was within its legitimate possession prior to the time of disclosure by Seller (and was not subject to a separate confidentiality obligation owed to Seller or its Affiliates). Buyer's burden of proof is by clear and convincing evidence with respect to exceptions (i) to (iii) above. This obligation of confidentiality is for five (5) years from the date of the last purchase of the Goods, except for Confidential Information that is defined under the laws of the State of Wisconsin, U.S.A., as a trade secret, which shall be remain confidential for the maximum period of time allowed under the laws of the State of Wisconsin, U.S.A. Buyer acknowledges that the Confidential Information of Seller is valuable to Seller, and there is no adequate remedy at law for a breach of these Terms, and Seller will be entitled to an injunction to prevent and restrain the use of Confidential Information other than as authorized herein in addition to any other remedies available at law or equity.

27. **No Gratuities or Hidden Payments.** Seller has not paid any gratuities, fees, or payments of any kind to any officer, employee, director, agent, or representative of Buyer to induce an order; and Seller has not made, directly or indirectly, any gift to or bestowed any benefit on any officer, employee, director, agent, or representative of Buyer, or directly or indirectly entered into any business or financial arrangement with any of them to induce an order. Buyer represents, warrants and covenants that it shall not make any payments, in money or other items or services of value to (i) any United States or foreign government official, (b) any foreign political party, (c) any candidate for foreign political office or (d) any other person or entity, with the knowledge that such payment, offer or compromise to pay or provide items or services of value are being made to any such person for the purpose of influencing such person to make one or more business decisions favorable to Buyer. Buyer further represents warrants and covenants that no government official is a principal, owner, officer, employee or agent of any entity that Buyer has an interest in, and not government official has any material financial interest in the business of Buyer. Buyer shall review Seller's Foreign Corrupt Practices Act Policy, to comply with such policy, and to annually certify such compliance by executing a certification presented by Seller from time to time.

28. **Indemnification for Intellectual Property Infringement.** As to any Goods Seller furnishes to Buyer manufactured in accordance with drawings, designs, or specifications proposed or furnished by Buyer, or any claim of contributory infringement resulting from the use or resale by Buyer of Goods sold hereunder, Seller shall not be liable. Buyer shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim, and expense (including but not limited to Seller's reasonable attorneys' fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright, trade secret, or other intellectual property theft or infringement, or infringement of any other proprietary rights of third parties based on Goods being manufactured and sold by Seller in accordance with drawings, designs, and specifications furnished by Buyer.

29. **Intellectual Property.** Seller retains all right, title and interest in and to all design concepts, designs, drawings, specifications, samples, ideas, and materials, including any derivative works and works based on such items, and including all trade secret, trademark, copyright, patent, and all other intellectual property and proprietary rights therein, for

anything it creates, develops, prepares, or sells either alone or jointly with any employees, agents, or subcontractors of Buyer, in the course of performing under these Terms (hereinafter the "Work Product"). Buyer agrees that it shall execute and cause its employees, agents, and subcontractors to execute all documents necessary or convenient to allow Seller to perfect Seller's interest in the Work Product. Buyer agrees not to reverse engineer any Work Product.

30. **License.** Each party grants to the other party with immediate effect a personal, non-exclusive, limited, and non-sublicensable license as necessary to perform the obligations under these Terms or any Agreement. Buyer's limited license shall immediately terminate upon Buyer's breach of these Terms or the termination or expiration of these Terms or any related Agreement between the parties without further action of Seller.

31. **Restrictions on Distribution.** If Buyer is a distributor of the Goods, Buyer understands that the Goods may not be exported outside of the territorial jurisdiction of the United States of America for the purpose of distribution or sale. Buyer understands that the breach of this provisions could cause Seller (or its Affiliates) to default on other contracts to which Seller (or its Affiliates) is a party, and such default could foreseeably create significant loss or liability to Seller, which loss and liability Buyer agrees to indemnify Seller against.

32. **Reporting Requirements under Various Health Care Programs.** Buyer acknowledges that Buyer may be obligated by law, including but not necessarily limited to 42 U.S.C. 1320a-7b(b) and 42 C.F.R. 1001.952(h)(1), to report and provide information to government authorities regarding any and all discounts and/or rebates applicable to your acquisition of Goods from Seller.

33. **Record Retention.** Buyer shall retain all distribution records for a period of seven (7) years, post-market surveillance records, including complaints and adverse event / vigilance records for a period often(10) years, and regulatory clearance / license file record retention for the lifetime of corporation. Buyer shall comply with all other record retention requirements prescribed by applicable law.

34. **Recall Records.** Buyer is responsible for maintaining product traceability of Seller's Goods that have been sold or otherwise distributed for all periods of time after the time in which the products have been sold or distributed by Seller. In the event of a Product quality issue, regulatory matter, notification or product recall, Buyer shall make available for Seller inspection all relevant records related to the Products, which shall include but is not limited to the date of initial product distribution, initial consignee, consignee contact information, and volume of product provided. Buyer must maintain such records for a period of 10 years from the date of the product recall or commencement of the product quality issue ,and make such records available to Seller upon its request at any time upon 24-hours written notice. Buyer is responsible for maintaining distribution records of Seller products to their initial consignee, per United States and international regulation.

35. **Post Market Responsibilities.** Buyer, when acting as a distributor of Seller products, is responsible for responding to and/or executing, as appropriate, or required under applicable laws and regulations, all complaints, failures, adverse events, and recalls whether voluntary or involuntary, involving the Goods. Buyer will reasonably cooperate with any such activity, including reporting to Seller any adverse events it learns of with respect to the Goods.

Distributor complaint training policy can be found at <https://www.tidiproducts.com/important-documents-and-policies>, or such other location later identified by Seller to Buyer.

36. **Entire Agreement.** These Terms, when accompanied by a related Agreement between the parties and/or a written quotation from the Seller (or purchase order accepted by Seller in writing, but not including any attached terms and conditions), shall constitute the final expression of the agreement of the parties and is the complete and exclusive statement of its terms. Catalogues, photographs, drawings, and other illustrations shall not form a part of these Terms or any related Agreement unless expressly agreed to by Seller, in writing.

37. **Cumulative Remedies.** No remedy conferred upon Seller is intended to be exclusive of any other remedy, and each and every such remedy shall be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

38. **Headings.** The headings contained in these Terms are for convenience of reference only and shall not affect the meaning or construction of any of its provisions.

39. **Dispute Resolution.** These Terms shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without application of choice of laws principles. In the event of a controversy arising under these Terms, the Parties shall first consult and negotiate with each other in an attempt to reach a solution acceptable by both Parties. If such a solution is not achieved within sixty (60) days from the first day either party delivers notice in writing that such consultations or negotiations must occur, then any dispute, controversy, or claim arising out of these Terms, including their interpretation, performance, or termination shall be finally resolved by binding arbitration. The arbitration, including the rendering of the award, shall take place in Chicago, Illinois by a single arbitrator. Buyer waives any objection that it may have based on improper venue or *forum non conveniens* to conducting the arbitration in Chicago, Illinois. The decision of the arbitrator shall be binding upon the parties, and each party shall bear its own costs (including without limitation, attorneys' fees). The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. The arbitration shall be governed by the Commercial Arbitration Rules then in effect of the American Arbitration Association. The Arbitrator shall have no authority or jurisdiction or power to alter, amend, change, modify, add to or subtract from any provisions of these Terms or to decide any issues or controversies other than those set forth in the Notice of Arbitration. Notwithstanding the foregoing, the obligation herein to arbitrate shall not be binding upon any party with respect to requests for preliminary injunctions, temporary restraining orders, specific performance, or similar procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

40. **Incorporation by Reference.** These Terms shall be incorporated by reference into any agreement between Buyer and any of Buyer's distributors or resellers. If there is a conflict between the provisions of any such agreement and these Terms, these Terms shall control. Buyer acknowledges that Seller shall not be bound by any terms of any agreement between Seller and Seller's distributors or resellers.