

ASP TERMS OF SALE – GLOBAL

1. Additional or Different Terms. These terms of sale (“TOS”) are subject to any related signed agreement between the seller and the buyer. Absent any such agreement, this instrument constitutes an offer by the seller to sell the products covered by this invoice (“Products”) at the price and subject to all terms stated in this invoice. The buyer may not modify any terms of these TOS, and the seller hereby objects in advance to any additional or different terms proposed by or on behalf of the buyer in any instrument requesting or confirming this invoice. No course of dealing between the parties shall be effective to amend or waive any provision of this invoice. Acceptance by the buyer of the Products will constitute acceptance of these TOS and an express waiver by the buyer of any additional or different term that it had previously proposed. Except as specifically stated herein there are no audit rights under these TOS.

2. Returns. All returns are subject to the terms of seller’s International Return Policy located at <http://www.asp.com>, which are hereby incorporated by reference into these terms of sale. The buyer may only return Products for credit if the seller or one of its affiliates has previously authorized that return in accordance with the terms of seller’s International Return Policy.

3. Adjustments. If the buyer believes that this invoice contains any errors, it must notify the seller’s customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. If the buyer wishes to make a claim for loss or damage to any Products as a result of shipment, it must include a copy of the delivery receipt.

4. Delivery; Transfer of Title. Products will be delivered, subject to availability, in accordance with the terms of the relevant purchase order. Seller shall not be liable for any delays, loss, or damage in transit. Seller shall not be liable for any non-delivery of Products (even if caused by seller’s negligence) unless buyer gives written notice to seller of non-delivery within 5 days of the date when the Products would in the have been received as per the purchase order. Any liability of seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. Delivery of the Products will be ExW (Incoterms 2010) seller’s warehouse. Transfer of title shall be deemed to have occurred upon such delivery.

5. Security Interests. The buyer hereby grants the seller a security interest in all Products as security for payment of all amounts due under this invoice. The buyer shall assist the seller in perfecting that security interest by signing at the seller’s request appropriate documents (including, without limitation, Form UCC-1 financing statements if the sale is made in the United States, and any equivalent statements in the applicable jurisdiction, if the sale is made outside of the United States) and cooperating with the seller (at the seller’s expense) in taking any further actions reasonably necessary to perfect that security interest. The buyer’s nonpayment of any amounts due under this invoice, will entitle the seller to all remedies of a secured creditor under all applicable laws, statutes, rules, regulations, court orders, injunctions or other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, agency or other body, domestic or foreign, including any applicable rules, regulations, that may be in effect from time to time (“Law”), which, for clarity, shall include the Uniform Commercial Code, if the sale is made in the United States.

6. Option to Accelerate. The seller may by written notice to the buyer demand that the buyer immediately pay all amounts due under this invoice in the event of the insolvency, bankruptcy, reorganization, receivership, or liquidation by the buyer or if the seller believes in good faith that the prospect of the buyer paying those amounts has or is likely to be impaired. By accepting the Products, the buyer is representing that it is not then insolvent within the meaning of Title 11, United States Code (or any similar federal or state law), or any equivalent Law in the applicable jurisdiction for sales made outside of the United States.

7. Payment; Taxes. In addition to paying the invoiced price, the buyer shall pay any tax, duty or other fee imposed on this transaction by any federal, state, foreign or local governmental authority. If the seller is required to prepay any such tax, duty or other fee, the buyer will reimburse the seller the amount of that tax, duty, or other fee. All prices are exclusive of sales, use, and excise taxes and any other similar

taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by under this invoice.

8. Cost Reporting. With respect to sales made in the United States, the buyer acknowledges that it is required by Law to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, any discounts, rebates or other price concessions) of any Products and on request, provide to the U.S. Department of Health and Human Services and any state agencies any invoices, coupons, statements, and other documentation reflecting such costs. The buyer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price available hereunder. In preparing any cost reports, the buyer may be required to evaluate as a discount the value of any product listed as \$0.00 on any invoice. The buyer should not include as a discount for cost-reporting purposes the value of any item that is designated as a sample or that the buyer knows constitutes a sample, and it should not seek reimbursement for any such items. The seller recommends that the buyer retain a copy of this invoice and any other documentation provided by the seller regarding any price concessions under this invoice. The buyer may request additional information from the seller to meet the buyer's reporting or disclosure obligations, by writing to the address on the reverse side. With respect to sales made in any jurisdiction outside of the United States, the buyer acknowledges that it may be required to make equivalent disclosures under the Law of such jurisdiction, and shall make any such required disclosures.

9. Intellectual Property. Seller reserves all rights in its intellectual property whether or not any such intellectual property is subsumed in any Product provided to buyer, and nothing contained herein will be construed as granting buyer any ownership interest or other rights to the intellectual property of the seller.

10. No Resale. The Products are intended for the buyer's own use in the jurisdiction in which the sale was made and are not for resale unless the buyer is the seller's authorized distributor in such jurisdiction, pursuant to a signed agreement between the parties with respect thereto.

11. Import/Export. Each party agrees to comply with all applicable Laws as they relate to the import, export and re-export of information and/or Products. In particular, buyer shall at all times act in compliance with the U.S. Department of Commerce Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR"), 15 C.F.R. Parts 730-774, and the economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. Parts 501-598, and Executive Orders administered by OFAC when procuring and/or selling Products. Without limiting the foregoing, buyer shall not disclose or deliver any Products provided hereunder in any manner contrary to any applicable Laws. The buyer and the seller acknowledge that these Laws impose restrictions on import, export and transfer to third countries of certain categories of Products, and that authorizations/licenses from the applicable regulatory agency may be required before such Products can be disclosed or delivered hereunder, and that such authorizations/licenses may impose further restrictions on use and further disclosure or delivery of such Products.

12. Product Shortages. The seller is not liable for any loss or damage resulting from delays in delivery due to product shortages, acts of nature, war, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control.

13. Prescription Products; Compliance with Law. Any Products labeled "Caution: Federal law prohibits dispensing without a prescription," or subject to an equivalent labeling in a jurisdiction outside of the United States is sold for such use only. Buyer shall comply with all applicable federal and state laws and regulations in connection with the Products, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws.

14. Single-Use Products. The buyer acknowledges that the requirement that a Single-Use Product that it purchases be used once and only once in delivering patient care is an express condition of the sale of the Product. The seller conveys no right in such patented Single-Use Product other than the

right to use those units once and only once. A "Single-Use Product" means any Product that is labeled "For Single Use" or "Single Use Only" or "Do Not Reuse" or otherwise labeled to indicate that the Product is to be used once and only once in delivering patient care. The seller does not grant the buyer or any other person or entity any license to reprocess, remanufacture, or reconstruct any patented Single-Use Product. In addition to other available remedies, the sale or use of any reprocessed, remanufactured or reconstructed patented Single-Use Product will be subject to available remedies for patent infringement.

15. Deductions. Buyer should identify the reason for any deductions, seller will deny and not accept any unidentified deductions.

16. Warranties. Any warranties provided by the seller or any affiliate, as applicable, with respect to any Products are as described in the package inserts accompanying units of that Product on purchase. OTHER THAN AS SET FORTH IN THE PREVIOUS SENTENCE, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS (IMPLIED OR EXPRESS) ON THE PRODUCTS TO THE BUYER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION THOSE OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

17. Limitation of Liability. SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF IT HAS NOTICE OF THAT THOSE KINDS OF DAMAGES MAY OCCUR. IN ANY EVENT, THE AGGREGATE LIABILITY OF SELLER WILL NOT EXCEED THE TOTAL AMOUNTS PAID HEREUNDER BY BUYER.

18. Confidentiality. From time to time, seller may disclose or make available to buyer information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by buyer or any of its representatives; (ii) is or becomes available to buyer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of buyer or its representatives before being disclosed by or on behalf of seller; (iv) was or is independently developed by buyer without reference to or use, in whole or in part, of any of seller's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. Buyer shall: (A) protect and safeguard the confidentiality of seller's Confidential Information with at least the same degree of care as buyer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use seller's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these TOS; and (C) not disclose any such Confidential Information to any person or entity, except to buyer's representatives who need to know the Confidential Information to assist buyer, or act on its behalf, to exercise its rights or perform its obligations under these TOS. Buyer shall be responsible for any breach of this clause caused by any of its representatives. Upon seller's request at any time, buyer shall promptly return, and shall require its representatives to return to seller all copies, whether in written, electronic or other form or media, of the seller's Confidential Information, or destroy all such copies and certify in writing to seller that such Confidential Information has been destroyed. In addition to all other remedies available at law, seller may seek equitable relief (including injunctive relief) against buyer and its representatives to prevent the breach or threatened breach of this clause and to secure its enforcement. The confidentiality obligations of this clause shall survive the termination or expiration of these TOS.

19. English Language; Governing Law; Place of Jurisdiction. The only official version of these TOS, and all communications related to these TOS, will be in the English language. Any translation in another language shall be deemed for convenience only and shall not prevail over the original English version. These TOS as well as all related business agreements between the seller and the buyer shall be governed by and interpreted in accordance with the laws of the seller's place of residence. All disputes

arising out of or in connection with any sale governed by these TOS are exclusively subject to the jurisdiction of the courts at the seller's place of residence.

20. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these TOS, for any failure or delay in fulfilling or performing any term of these TOS (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) other catastrophes, epidemics or quarantine restrictions; and (k) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall promptly give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, either party may thereafter terminate these TOS.