

## Remington Medical, Inc.'s General Purchase Order Terms and Conditions

### 1. Applicability.

(a) This purchase order is an offer by Remington Medical, Inc. (the "**Remington**") for the purchase of the goods specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Supplier**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Supplier's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with this Order.

(b) These Terms apply to any repaired or replacement Goods provided by Supplier hereunder.

(c) Remington is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance. This Order is not binding on Remington until Supplier's acceptance, which will be deemed given if Supplier: (a) accepts the Order in writing; or (b) does not reject the Order in writing within seven (7) business days of receipt. Remington may withdraw the Order at any time before it is accepted by Supplier.

3. Delivery Date. Supplier will deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Supplier will deliver the Goods within 30 days of Supplier's receipt of the Order. Timely delivery of the Goods is of the essence. If Supplier fails to deliver the Goods in full on the Delivery Date, Remington may terminate the Order immediately by providing written notice to Supplier and Supplier will indemnify Remington against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date. Remington has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier will redeliver such Goods on the Delivery Date.

4. Quantity. If Supplier delivers more or less than the quantity of Goods ordered, Remington may reject all or any excess Goods. Remington's policy is to only accept orders that do not exceed ten percent (10%) more or less than the quantity ordered for each line item unless prior written approval is obtained. Any such rejected Goods will be returned to Supplier at Supplier's risk and expense. If Remington does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods will be adjusted on a pro-rata basis.

5. Delivery Location. All Goods will be delivered to the address specified in this Order (the "**Delivery Location**") during Remington's normal business hours or as otherwise instructed by Remington.

6. Shipping Terms. Delivery will be made in accordance with the terms on the face of this Order. Supplier will give written notice of shipment to Remington when the Goods are delivered to a carrier for transportation. Supplier will provide Remington all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Remington within five (5) business days after Supplier delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence, and any Certificate of Conformance or Analysis pertaining to the Order.

7. Title and Risk of Loss. Title passes to Remington upon delivery of the Goods to the Delivery Location. Supplier bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

8. Packaging. All goods will be packed for shipment according to Remington's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Remington prior written notice if it requires Remington to return any packaging material. Any return of such packaging material will be made at Supplier's expense.

9. Amendment and Modification. No change to this Order is binding upon Remington unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Remington.

10. Inspection and Rejection of Nonconforming Goods. Remington has the right to inspect the Goods on or after the Delivery Date. Remington, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Remington rejects any portion of the Goods, Remington has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Remington requires replacement of the Goods, Supplier will, at its expense, within seven (7) days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Remington may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Order for cause pursuant to Section 19. Any inspection or other action by Remington under this Section will not reduce or otherwise affect Supplier's obligations under the Order, and Remington will have the right to conduct further inspections after Supplier has carried out its remedial actions.

11. Price. The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price will be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Remington.

12. Most Favored Customer. Supplier represents and warrants that the Price is the lowest price charged by Supplier to any of its external buyers for similar volumes of similar Goods. If Supplier charges any other buyer a lower price, Supplier must apply that price to all Goods under this Order. If Supplier fails to meet the lower price, Remington, at its option, may terminate this Order without liability pursuant to Section 19.

13. Payment Terms. Supplier will issue an invoice to Remington on or any time after the completion of delivery and only in accordance with the Terms. Remington will pay all properly invoiced amounts due to Supplier in compliance with the negotiated terms after Remington's receipt of product, except for any amounts disputed by Remington in good faith. All payments hereunder must be in US dollars and made by the negotiated payment method. In the event of a payment dispute, Remington will deliver a written statement to Supplier no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 13. The parties will seek to resolve all such disputes expeditiously and in good faith. Supplier will continue performing its obligations under the Order notwithstanding any such dispute.

14. Setoff. Without prejudice to any other right or remedy it may have, Remington reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Remington to Supplier under the Order.

15. Representations and Warranties. Supplier represents that warrants to Remington that for a period of 12 months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Remington; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller further represents that Remington's Supplier Development must be formally notified of all changes to the manufacturing process or design prior to implementation. Remington, in conjunction with Seller, will determine the effect on form, fit, function and reliability before the change can be approved in writing by Remington and implemented at Seller. These warranties and representations survive any delivery, inspection, acceptance or payment of or for the Goods by Remington. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Remington's discovery of the noncompliance of the Goods with the foregoing warranties. If Remington gives Supplier notice of noncompliance with this Section, Supplier will, at its own cost and expense, within seven (7) days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Remington.

16. General Indemnification. Supplier will defend, indemnify and hold harmless Remington and Remington's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Remington's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the products purchased from Supplier or Supplier's negligence, willful misconduct or breach of the Terms. Supplier will not enter into any settlement without Remington's or Indemnitee's prior written consent.

17. Intellectual Property Indemnification. Supplier will, at its expense, defend, indemnify and hold harmless Remington and any Indemnitee against any and all Losses arising out of or in connection with any claim that Remington's or Indemnitee's use or possession of the

Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event will Supplier enter into any settlement without Remington's or Indemnitee's prior written consent.

18. Compliance with Law and Audits. Supplier is in compliance with and will comply with all applicable laws, regulations and ordinances. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier will comply with all export and import laws of all countries involved in the sale of Goods under this Order. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. If Supplier's facility has been identified as a critical supplier for Remington, Supplier acknowledges and agrees that it may be subject to an unannounced audit by Remington's notified body, BSI (NB No. 2797), in accordance with European Union Directives MDD 93/42/EEC, AIMDD 90/385/EEC and EU Commission recommendation 2013/473/EU. Supplier understands that this audit is non-negotiable, and refusal to allow or cooperate with such an audit will result in immediate disqualification as a supplier for Remington. Supplier further agrees to provide all necessary access, information, and assistance to facilitate such audits and to promptly address any findings or corrective actions identified during the audit process. Supplier will maintain all required documentation and records to demonstrate compliance with applicable regulations and standards and will make these available to Remington and its notified body upon request. Remington may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods.

19. Termination. Remington may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Remington may terminate this Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Remington may terminate this Order upon written notice to Supplier. If Remington terminates the Order for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by Remington prior to the termination.

20. Limitation of Liability. Nothing in this Order will exclude or limit (a) Supplier's liability under Sections 15, 16, 17, and 22 hereof, or (b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct. Each party's maximum liability to the other party will not exceed the aggregate amount actually paid or payable under this Order.

21. Waiver. No waiver by any party of any of the provisions of the Order will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information. All non-public, confidential or proprietary information of Remington, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Remington to Supplier, whether disclosed orally or disclosed or accessed in written,

electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Remington in writing. Upon Remington's request, Supplier will promptly return all documents and other materials received from Remington. Remington will be entitled to injunctive relief for any violation of this Section. This Section will not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

23. Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party will give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party will 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 30 days following written notice given by it under this Section 24, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

24. Assignment. Supplier will not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Remington. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Supplier of any of its obligations hereunder. Remington may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Supplier's prior written consent.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from this Order.

26. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. Governing Law. All matters arising out of or relating to this Order will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

28. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order will be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the County of Cobb, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") will be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

31. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Compliance with Law, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.