

**HANS™ SCIENTIFIC LLC**  
**TERMS AND CONDITIONS**

The following terms and conditions (the “Terms”) apply to each sale by HANS Scientific LLC (“Company”) of Water for Injection and/or Sterile Water for Injection (the “Product” or “Products”) to the original end user purchasing the Product from the Company (each a “Buyer”).

**(1) Terms of Sale:** The Buyer’s purchase of Products sold by the Company are subject to and expressly limited by these Terms, except as otherwise expressly provided in these Terms (the “Business Relationship”). No changes to, waiver of, or addition to any of these Terms shall be effective unless agreed to in writing and signed by the Company. The Buyer acknowledges and agrees that: (a) the Buyer may place orders for Products by use of purchase orders or other similar documentation for its convenience purposes only (each, a “Purchase Order”); and (b) these Terms supersede the terms and conditions of any and all such Purchase Order(s), and except for delivery and billing addresses, and quantities, prices and items ordered, any conflicting or additional terms or conditions are void and have no effect. Each order for Product is subject to approval by the Company, in the Company’s sole discretion. Notwithstanding the foregoing, the Company reserves the right at any time to amend these Terms, and Buyer shall be deemed to accept such amended Terms by ordering Products after the date of such amendment. Additional special terms and conditions of the Company may be applicable with respect to certain Products. If the Company and the Buyer enter into a separate written agreement with respect to the sale and purchase of Products, and any term or provision of that separate written agreement conflicts with any of these Terms, the terms and provisions of the separate written agreement shall control over these Terms.

**(2) Prices:** All pricing quotes must be documented in writing and signed by the Company to be valid. Prices quoted refer to a single item, unless otherwise stated. All prices are firm for 30 days from the date quoted. The Company reserves the right to change the prices of its Products at any time, but in that event, the Company will endeavor to give the Buyer at least 30 days’ notice of the intended change. Product prices may be increased to cover costs related to Products that must be customized for the Buyer the Buyer or any customer of the Buyer (each, a “Customer”). Products purchased from distributors or resellers will be at the prices set by those distributors or resellers and subject to the terms and conditions of sale set by the distributor or reseller.

**(3) Payment:** Payment in full in legal tender of the United States must be made at the time of purchase. Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If the Company agrees with the billing dispute, the Company will credit the Buyer the amount of the agreed-upon billing dispute. All billing disputes must be made within 3 months of the applicable invoice date, or will be deemed waived. The Company reserves the right in its sole discretion to refuse to sell and/or withhold further shipment until all overdue balances are paid in full. The Buyer is liable for, and must reimburse the Company for, all costs and expenses the Company may incur to collect any amounts owed by the Buyer to the Company, or to enforce the Company’s rights, including without limitation, reasonable attorneys’ fees and expenses, court costs and costs of collection agencies. Interest shall be payable on all outstanding late payments, beginning on the date of the affected invoice, at a rate of twelve percent (12%) per year to the extent allowed by law, or otherwise at the highest rate allowed by law.

**(4) Tax/Regulatory Charges; Net Payments:** Any tax, assessment, duty, custom, environmental charges or fees (including handling fees, ecofees or deposits) or other fee of any nature

imposed on or in connection with the Products, their sale, transportation, delivery, use or consumption shall be paid by Buyer, in addition to the price quoted or invoiced. If the Company is required to prepay any such tax or fee, Buyer will reimburse the Company. Buyer must provide the Company with a resale/exemption certificate in order to avoid the withholding of applicable taxes. No refund or adjustment to previously withheld taxes will be made by the Company more than sixty (60) days after the invoice date. Proof of certification should be mailed to: Hans Scientific LLC, Attn: Tax Manager, 38955 Hills Tech Drive, Farmington Hills, MI 48331. The purchase prices and all other payments to be made by the Buyer to the Company as provided for in these Terms shall be paid in full without any deductions for any reason whatsoever. The Buyer waives all rights of set-off and deduction. If any payment becomes subject to taxes, duties, assessments or fees of whatever kind or nature (other than taxes on the net profit of the Company), said payments shall be increased to such an extent as to allow the Company to receive the full amounts due under these Terms.

**(5) Title:** Title to the Products will remain in the Company until payment in full of the purchase price and of other amounts owing by the Buyer to the Company, or until sold to a Customer in the ordinary course of business. To the extent legal title to the Products is deemed by law to pass to the Buyer at the time of delivery and prior to performance of all of the Buyer's obligations under these Terms, equitable title shall remain in the Company until such payment is made. The Buyer grants to the Company a security interest and charge-over in all Products and proceeds therefrom to secure payment of the purchase price and other amounts owing by the Buyer and performance of all of the Buyer's obligations under these Terms. The Buyer will execute such documents as the Company deems necessary to evidence and perfect such security interest. The Company may reclaim any Products delivered to the Buyer or in transit if the Buyer is in default of these Terms.

**(6) Product Changes:** The Company reserves the right to modify or discontinue Products at any time with or without cause and without liability to the Buyer or any of the Buyer's Customers. The Company will provide 30 days' notice of any Product modification or discontinuance which, in the Company's opinion, is material. These Terms will apply to the sale of the Products as they may be modified by the Company. Neither the Buyer nor any third party acting on behalf of, by, through or in concert with the Buyer, shall alter or modify the Products in any way whatsoever.

**(7) Product Recalls:** If a governmental authority orders or requires a recall, field alert, product withdrawal or field correction (a "Recall") of any Product or if either the Company or the Buyer believes that a Recall may be necessary with respect to any Product, the party receiving the notice from the governmental authority or that holds such belief shall promptly notify the other party in writing, no later than 24 hours. The Buyer shall not act to initiate a Recall, and the Company shall be entitled to initiate and conduct any Recall in its sole discretion. With respect to any Recall, the Buyer shall promptly provide all reasonable and necessary cooperation and assistance to the Company, including giving full and unrestricted access to relevant areas of its facilities to the Company and its representatives and any governmental authority or any of its agents or advisors. Should the Recall require Products be removed from the market, the Company may, to the extent reasonably possible and at the Company's option, replace any such recalled Products as soon as practicable with comparable Products not subject to such Recall. The cost of any Recall shall be borne by the Company, unless such Recall results from the Buyer's breach of these Terms or negligence or misconduct, in which case such cost shall be borne by the Buyer. If the Buyer is obligated to bear the costs of a Recall, such costs shall include all of the Company's actual, direct, out-of-pocket costs and expenses associated with such Recall. If the Company is obligated to bear the costs of a Recall, such costs shall include all of the Buyer's actual, direct, out-of-pocket costs and expenses associated with such Recall, if any.

**(8) Product Returns:** Products are not returnable unless the wrong Product(s) or quantity of Product(s) was shipped by the Company to the Buyer or there is a Recall of Product as provided in - 7 of these Terms. The Company has sole discretion with respect to the return of any Products and will review return requests on a case-by-case basis. The Company reserves the right to refuse any return. All returns require a Return Authorization Number issued by the Company, which is valid for 30 days, if issued. The Buyer must contact the Company's customer support prior to returning or attempting to return any Products to request a Return Authorization Number, in connection with which request, the Buyer must complete and submit a Return Request Form to the Company. The Return Request Form must state Product names, quantities and part numbers along with a specific reason for the return request. Customer Support will either authorize or deny the request for return. Only items appearing on an approved Return Request Form are acceptable for return. Product returns will only be accepted from the original Buyer. Product returns will not be accepted from third party return companies. Unauthorized returns will be destroyed, and no exchange, credit or refund of any kind or amount will apply or be issued. All authorized returned Product must be shipped freight prepaid by the Company and to the Company's location indicated on the Return Request Form. The Buyer acknowledges and agrees that, notwithstanding anything to the contrary set forth in these Terms (Recalls excepted), Product cannot be returned if:

- (a) More than thirty (30) days has elapsed since the Buyer received the affected Product.
- (b) The Product ships or is stored at any temperature other than room temperature.
- (c) The package has been opened, leaks or the seal has been broken.
- (d) The package is defaced or has writing on it.
- (e) The Product or packaging is custom or made to order for the Buyer or its Customers.
- (f) The Product is expired.
- (g) The Product was damaged by a party other than the Company.

**(9) Limitation of Liability:**

(a) Force Majeure. The Company will use its reasonable efforts to fill orders, but the Company will not be liable at any time for nonperformance or delay in the fulfillment of any one or more of its obligations if such delay or interruption is proximately caused by any act of God, act of State, act of third parties, act of regulatory agencies or judicial bodies, war (whether declared or not), riot, insurrection, shortage of raw materials, manufacturing problems, delivery or labor problems or disturbances, discontinuance of a Product line, accident, fire, flood, drought, earthquake, explosion, damage to plant or facilities, epidemic, pandemic, quarantine restrictions, infringement claims, absence of the usual means of communications, transportation or any other cause, whether of the same or of a different nature, or other causes unavoidable or beyond the control of the Company (each, a "Force Majeure Event"), for so long as any such Force Majeure Event and the effects thereof persist, and during a reasonable period thereafter within which any such obligation may be fulfilled; provided that the Company will give written notice to the Buyer within 30 days of both the occurrence and the cessation of any such Force Majeure Event. Buyer agrees that if a Force Majeure Event occurs, and during the continuance of such Force Majeure Event, the Company may allocate Products among all purchasers as it deems reasonable, without liability. The Company reserves the right from time to time to substitute a Product with another Product that has the same function as such Product, or to delete a Product.

(b) Force Majeure Termination. If a Force Majeure Event lasts for longer than six months, and thereafter if the Buyer and the Company cannot mutually agree on a course of action to be followed, either the Buyer or the Company may terminate the Business Relationship upon written notice to the other party.

(c) Orders. The Company will make a reasonable effort to promptly fill all orders which it accepts in accordance with the delivery times stated in the acceptance, but except as otherwise provided in these Terms, the Company will not be responsible for claims of the Buyer or any of its Customers arising out of the Company's failure to promptly or properly fill orders or otherwise perform under these Terms or a contract for sale.

(d) Limited Warranty. Except as expressly provided herein, the Company makes no representation or warranty of any kind, expressed or implied, with respect to any Products or any services provided by the Company. **THIS LIMITED WARRANTY SETS FORTH THE SOLE WARRANTY FOR THE PRODUCT AND SOLE REMEDY OF THE BUYER AND/OR THE CUSTOMER AGAINST THE COMPANY, AND ANY IMPLIED WARRANTY GRANTED UNDER APPLICABLE LAW, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE WAIVED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THESE TERMS. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S LIABILITY EXCEED THE AMOUNT PAID TO THE COMPANY FOR THE SPECIFIC ITEM OF PRODUCT GIVING RISE TO ANY CLAIM UNDER THIS LIMITED WARRANTY.**

**(10) Shipping:** All Products are sold to the Buyer F.O.B. the Company's plant, or source of the Company's supply if not shipped from the Company's plant. The transportation mode and carrier shall be selected by the Company. The Buyer shall pay for all costs of shipping the Products to the Buyer in the Continental United States. When expedited delivery, specialized service or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice.

**(11) Damage or Loss in Transit:** Identity of items and extent of damage or loss must be noted on Buyer's copy of the delivery document by the agent of the transportation company. If damage is discovered after receipt of shipment, notify the transportation company immediately and request that inspection be made and an inspection report rendered. Buyer must report concealed shortages or damages within palletized shipments to the Company Customer Support within 3 business days of delivery or credit will not be allowed. In addition, Buyer must provide the Company with a copy of Buyer's claim request accompanied by a delivery receipt or an inspection report upon which the transportation company has properly noted such damage or loss, and the Company will issue a credit for the loss or damage and file a claim with the carrier. If such information is not received within ten (10) days of delivery, no credit will be issued. Send copy of carrier freight bill to Customer Support indicating item and quantity damaged or not received. Damaged merchandise should not be accepted.

**(12) Confidentiality and Proprietary Rights:**

(a) Confidentiality. All information concerning the Business Relationship is proprietary and confidential and shall not be disclosed to a third party or used except in the performance by a party of such party's obligations under these Terms. The Buyer shall not use or

disclose to any person, firm or corporation, without the express authorization of the Company, any information, manufacturing technique, process, formula, development, or experimental work, work in process, business, trade secret, or any other secret or confidential matter relating to the Products, sales or business of the Company or its affiliates or subsidiaries, except as such disclosure or use may be required in connection with the Buyer's performance of its duties under these Terms, and then only after having given advance notice to the Company of the Buyer's intent to do so and delivering to the Company the written obligation of the third party to similarly restrict the use and disclosure of such information.

(b) Return of Documents. At the termination of the Business Relationship, the Buyer must deliver to the Company (and not keep or deliver to any third party), any and all notes, memoranda, specifications, devices, documents and in general any and all material relating to the Company's business or the Products in any form of media.

(c) Intellectual Property; Name. The Buyer will not: (i) alter, deface, remove, cover up, or mutilate in any manner whatsoever, any trademark, tradename, serial or model number, the word "patent" and/or the patent number, copyright symbol, brand or name, or warning or other label, which the Company may attach or fix to or make a part of the Products and/or packaging materials; or (ii) use all or any part of any trademark of the Company, any trade name of the Products, or any other name used by the Company, as the Buyer's firm name, trade, or corporate name without the prior written consent of the Company, which may be granted, withheld or conditioned in the Company's sole discretion. All advertising, forms and documents which relate in any way to the Products or use any of the Company's trademarks or trade names must first be approved in writing by the Company. The Buyer shall not make any representation or warranty to any person contrary to these Terms, including but not limited to that it is a Manufacturer's agent or subsidiary of the Company, or under common control of or with the Company.

(d) Non-Disparagement. At no time during or after termination (for any reason) of the Business Relationship, will either party disparage the other party or any of the Products, and upon termination of the Business Relationship, the Buyer will cease to use the name of the Company and any of its trade names and trademarks in any manner whatsoever, and the Buyer will not, directly or indirectly, represent or hold itself out as having any former connection with the Company.

(e) Notice of Infringement. The Buyer will notify the Company of any infringement or threatened infringement of the Company's rights in any patents, trademarks or trade names under which any of the Company's Products are sold and will assist the Company, at the Company's cost, in preventing or eliminating such infringement.

(f) Equitable Relief. The Buyer agrees that a breach of any of Sections 9, 12, 13 or 15 will cause irreparable injury to the Company which may not be compensable by any remedy at law because of the difficulty of proving damages, and that as a result, in the event of such a breach the Company is entitled, in addition to all other remedies, to injunctive relief (without need of bond) enjoining such breach, together with all costs and actual attorney fees incurred in enforcing them. The Buyer represents that its experience and capability are such that it can be profitably engaged in a business other than the sale of the Products or merchandise competitive therewith and that enforcement hereof by means of an injunction will not prevent the Buyer from earning a reasonable profit. All remedies shall be cumulative and not exclusive and shall be in addition to any other remedy which the parties may have as limited by these Terms.

**(13) Indemnification and Insurance:**

(a) Mutual Indemnification. Each of the Buyer and the Company (each, an “Indemnifying Party”) shall defend and indemnify the other party (the “Indemnified Party”) for any liability, loss, costs, expenses or damages howsoever caused by reason of any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to property solely by reason of any act, neglect, default (under these Terms or otherwise) or omission of the Indemnifying Party or any of the Indemnifying Party’s agents, employees or other representatives, and the Indemnifying Party shall pay all sums to be paid or discharged in case of an action or any such damages or injuries. If an Indemnified Party is sued in any court for damages solely by reason of any such acts of the Indemnifying Party, the Indemnifying Party shall defend (or cause to be defended) such action at the Indemnifying Party’s own expense and shall pay and discharge any judgment that may be rendered in any such action; and, if the Indemnifying Party fails or neglects to so defend in said action, the Indemnified Party may defend the same and the costs and expenses, including reasonable attorney’s fees, which the Indemnified Party pays or incurs in defending said action and the amount of any judgment which the Indemnified Party may be required to pay shall be promptly reimbursed by the Indemnifying Party upon entry of a judgment of indemnification. Nothing herein is intended to nor shall it relieve a party from liability for its own act, omission or negligence, unless expressly provided otherwise in these Terms. The obligations of this Section 13 are limited by and subject to the other provisions of these Terms, which provisions, if different than the provisions of this Section 13, shall control over this Section 13.

(b) Insurance. The Buyer must maintain in force, at all times during the Business Relationship and for as long thereafter as a practical need exists, one or more policies of liability insurance which shall cover all liabilities of the Buyer and the Company (including product liability and advertiser liability coverage), whenever arising, attributable to Products sold under or in connection with these Terms and in an amount reasonably determined by the Company. The limits of the initial coverage shall be One Million U.S. dollars (\$1,000,000) per occurrence. The Buyer must also carry worker’s compensation insurance in applicable statutory amounts. The Company must be designated as an additional named insured under each such policy and shall be provided with a certificate of insurance within 30 days after the issuance and each renewal thereof. The Buyer must provide certificates of such coverage that include an obligation to provide 30 days’ written notice to the Company of any termination, change or non-renewal.

**(14) Default and Remedies:**

(a) Events of Default. The Buyer shall be in default of these Terms and good cause shall exist for termination of the Business Relationship if: (i) the Buyer fails to perform any of its obligations or if a representation, warranty or covenant made by the Buyer is or becomes false, which failure or falsity is not corrected by the Buyer within 20 days after being given notice of such failure or falsity; (ii) the Buyer voluntarily suspends transaction of its business; (iii) the Buyer makes a general assignment for the benefit of creditors, is adjudicated bankrupt, or files a petition seeking bankruptcy, reorganization, or the appointment of a receiver, trustee, or custodian over the Buyer’s properties or assets, or an order for relief is entered in favor of the Buyer in any bankruptcy proceeding, or any order is entered by a court of competent jurisdiction approving any involuntary petition seeking the Buyer’s reorganization or bankruptcy, or reorganization or liquidation proceedings are instituted against the Buyer, and such petition or action remains undismissed or is not vacated for 30 days; or (iv) the Buyer

becomes insolvent or unable to meet its obligations as they become due, or the Buyer commits an act of bankruptcy. The 20-day notice and cure period in subsection (i) above only applies to the first default of a particular provision, e.g., timely payment, that occurs within a rolling 12-month period.

(b) Rights on Default. Upon a default by the Buyer under these Terms: (i) the Company may immediately terminate the Business Relationship without notice, sue for damages, and avail itself of all rights permitted under these Terms or at law or in equity; (ii) the Buyer will reimburse the Company for all losses, damages, and expenses (including reasonable attorney fees) incurred due to the Buyer's breach of any of these Terms or the Company's enforcement of its rights hereunder; and (iii) the Company will have no obligation to sell Products to the Buyer or consider the Buyer's purchase orders.

(c) Remedies. The Company may enforce its rights with legal or equitable remedies and is entitled to an award of costs and reasonable attorney fees and costs (inclusive of those incurred on review or appeal) in any proceeding in which it is determined to be the principally prevailing party.

**(15) General Provisions:**

(a) Expenses. Except as otherwise expressly provided in these Terms, each party assumes full responsibility for all costs and expenses which it incurs in carrying out its obligations under these Terms, including but not limited to all rentals, salaries, commissions, advertising, demonstration, travel and accommodation expenses without the right to reimbursement for any portion thereof from any other party.

(b) Notices. Any required notices shall be given in writing, in the case of the Company, at the address set forth below, and in the case of Buyer, at the address designated on Buyer's purchase order or to such other address as either party may substitute by written notice to the other and shall be deemed given upon personal delivery, overnight delivery or three days following deposit in the mail.

(c) Limited Relationship. The Buyer shall not be construed to be an employee, agent, franchisee, representative, partner or owner of the Company. The Buyer is solely an independent contractor, and no fiduciary obligation is owed by the Company to the Buyer, either directly or indirectly. These Terms are the result of the negotiation of the parties and the Buyer has no claim to any goodwill that it may establish for the Products or the Company's trademarks, tradenames or any rights other than those specifically included in these Terms and only for the period established by these Terms.

(d) Amendments. Except as expressly provided herein, no changes or modifications to, or waiver of, any of these Terms shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. The Company's failure or delay to exercise or enforce any of its rights hereunder shall not constitute or be deemed to be a waiver of such rights or forfeiture of such rights, and the Company may, at its option, from time to time, exercise any of its rights or remedies.

(e) Binding Effect; Pronouns. These Terms bind the Company, the Buyer and their respective successors and permitted assigns, and inure to the benefit of the Company, the Buyer and their respective heirs, personal representatives, successors and permitted assigns. All pronouns will be

construed in accordance with the nature and number of the parties.

(f) Assignment. The Buyer may not assign any of its rights or obligations under these Terms without the Company's prior written consent, which may be granted, withheld or conditioned in the Company's absolute discretion.

(g) Governing Law. The Products are sold subject to Michigan law. These Terms and any dispute or claim arising out of or relating to these Terms or the sale of Products ("Claim") shall be governed by and construed under Michigan law, notwithstanding its conflicts of law provisions (or under applicable U.S. federal laws; the U.N. Convention on the International Sale of Goods shall not apply). If any Claim cannot be settled amicably, such Claim shall be tried by a court and not a jury, sitting in Oakland County, Michigan or the federal Eastern District of Michigan. The Buyer expressly and unconditionally waives its rights to a jury trial in any such Claim. If all or any part of any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of any of the remaining portions of these Terms so long as the Company determines that such decision does not materially affect the commercial expectations of the Company. The Buyer waives the application of any law which is contrary to these Terms.

(h) Compliance with Laws. The Buyer will: (i) comply with all federal, state and local laws, regulations, ordinances and requirements applicable to these Terms, the Buyer's business and activities, including without limitation, the Buyer's use of the Products; (ii) maintain all registrations with governmental agencies, commercial registries, or other offices which may be required under local law in order to enable it lawfully to conduct its business and perform its obligations under these Terms; and (iii) indemnify the Company for any and all claims, damages, penalties, assessments and liabilities imposed on the Company relating to or resulting from Buyer's failure to comply with such applicable laws, regulations, ordinances and requirements.

(i) Entire Agreement. These Terms represent the entire agreement between the Company and the Buyer with respect to the subject matter of these Terms, and all previous agreements and understandings (including but not limited to any distribution or commissioned relationship), whether oral or written, between the Buyer and the Company are hereby terminated, provided that the Buyer shall remain obligated to pay any amounts due under such previous agreements or understandings, and by placing an order for any Products under these Terms, the Buyer releases the Company from any claims, liabilities or damages arising from such prior relationships. No representation, promise, inducement or statement of intention other than those set forth in these Terms has been made by the Company. The Buyer acknowledges that there has been no representation to the Buyer as to revenues or profit which it may expect or have achieved.