



Terms and Conditions of Sale (“Contract”)

1. Governing Conditions

Notwithstanding any contrary or inconsistent terms or conditions that may be contained in Buyer's purchase order or other documentation, Woodbridge INOAC Technical Products (“WITP”) accepts Buyer's orders only on the terms and conditions contained herein. These terms and conditions exclude any other terms and conditions inconsistent therewith which Buyer might seek to impose even though such other terms and conditions may purport to exclude or supersede any terms and conditions inconsistent with them.

2. Delivery

WITP shall not maintain an inventory of the Parts and, unless prior arrangements have been made between the parties, WITP shall make delivery to Buyer, at Buyer's risk and expense, by a carrier of WITP's choosing (unless Buyer shall specify an alternate carrier reasonably acceptable to WITP), at the address specified in this Contract as soon as reasonably practicable after release by WITP's quality control department. When prior arrangements have been made between the parties for specific delivery dates, any delivery made within ten (10) days after the dates specified shall constitute a good delivery. Title to such Parts shall not pass until they have been fully paid for by Buyer.

3. Force Majeure

Where WITP is unable to make delivery of any portion of the Parts covered by this Contract due to a labor dispute, accident, fire, war, breakage of machinery, government regulations, act of God, riot, explosion, flood, inability to obtain power, raw materials or transportation facilities, or any cause whatsoever beyond the control of WITP shall not be liable to make delivery if, within a reasonable time, it notifies Buyer of the cause of such inability and that this Contract for the undelivered portion of the Parts is cancelled or that WITP will make delivery of such Parts at a future date to be named in the notice and Buyer may, within ten (10) days after the date of sending of such notice, notify WITP that it will accept delivery of the Parts pursuant to the terms of WITP's notice or cancel the undelivered portion of this Contract but upon Buyer's failure to so notify WITP the undelivered portion of this Contract shall be cancelled.

4. Credit

WITP reserves the right to discontinue deliveries to Buyer or cancel all or any part of this or other Contracts if payment on any shipment is delayed or if amount of credit granted is exceeded. Interest at twelve (12%) percent per annum will be charged on all overdue accounts. WITP reserves the right, even after partial payment on account of this Contract with WITP, to require from Buyer satisfactory security for due performance of its obligations. Refusal to furnish such satisfactory security or failure of Buyer to perform any of its obligations under this or any other existing Contract will entitle WITP, upon notice to Buyer, to suspend shipments, alter payment terms or cancel this Contract without prejudice to any claim for damages to which WITP may be entitled.

5. Warranty

WITP warrants that all Parts delivered hereunder shall comply with the Product Data Sheet and Certificate of Analysis (collectively, the “Specifications”) agreed to between the parties from time to time. Notice of defective material must be made within thirty (30) days of delivery. Absence of such notice constitutes a waiver by Buyer on all claims or defects. This limited warranty expressly excludes defects caused by use, misuse, neglect, accident, unauthorized modifications, service or repair by anyone other than WITP and loss during transit. Final determination of warranty coverage lies solely with WITP during the thirty (30) day warranty period. During the warranty period WITP shall, at its option, replace or reimburse any Parts shown to WITP's reasonable satisfaction to be defective at no expense to the Buyer. The foregoing remedies

shall be Buyer's sole and exclusive remedies under this warranty. In the event that Buyer makes any modifications or alterations to the Parts, the foregoing warranties shall be void and of no further force or effect. **EXCEPT FOR THE FOREGOING WARRANTIES, THE PARTS ARE SOLD AS-IS AND WITHOUT ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED. WITP HAS NOT MADE AND DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, GUARANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE DESIGN, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE PRODUCTS IN ANY RESPECT.** WITP is not responsible or liable in any way for combinations, modifications, supplements, or enhancements or any other items which may be used in association with the Parts, including but not limited to the appropriateness, efficacy, or frequency of use of such items. Buyer maintains full responsibility for (i) any and all licensing, certification and regulatory approvals required for the use of the Parts, (ii) compliance of the Parts with all applicable laws, regulations, safety regulations, testing, standards and other requirements which may be in force, (iii) all use(s) of the Parts alone or in combination with other items not provided by WITP, including but not limited to any medical, cleaning or other applications or uses, any procedures or treatments, or care or treatment of wounds, pressure sores, decubitus ulcers or any type of skin breakdown or condition, or the protection or cleaning of any instruments, equipment or devices and (iv) ensuring that the Parts will not be used for any applications, procedures or treatment not included in the Parts' Specifications. WITP makes no recommendations regarding the appropriateness of its Parts for use in association with medical or health-related care, and makes no warranties of any kind regarding the medical care, health, or well-being of the individuals for which the Parts will be used. The Parts are consumer convenience Parts only, and are not an approved medical device.

6. Patents, Trademarks & Intellectual Property

WITP makes no representation or warranty of any kind, express or implied, that the Parts sold hereunder or the use of such Parts, or articles made there from, either alone or in conjunction with other material will not infringe any patent, copyright, trademark, trade secret or other intellectual property rights. Buyer shall promptly notify WITP of any claim or suit involving Buyer in which such infringement is alleged, and, if WITP is affected, Buyer shall permit WITP to control completely the defense or compromise of any such allegation of infringement. WITP shall have no obligation to sell, assign, license or transfer intellectual property of any kind to Buyer, and Buyer shall have no right to use any intellectual property of WITP without the express written consent of WITP, which may be withheld in its sole discretion. WITP may enforce this Section through injunction or otherwise.

7. Limitation on Liability

(1) WITP's entire liability for any loss, liability or damage resulting from any cause whatsoever, including negligence, shall in no event exceed the purchase price of the Parts in respect of which the claim is made, or at the election of WITP, the repair, replacement or reimbursement of such Parts. Transportation charges for the return of Parts shall not be paid unless authorized in advance by WITP, its officers, directors, agents and servants and its affiliates and their respective officers, directors, agents and servants shall not be liable to Buyer nor to any other party for any loss, liability or damage, regardless of form of action, including without limitation strict liability, or any other claims or expenses in any manner resulting, including without limitation liability, losses or damages directly or indirectly from, or connected with, the supply of manufacturing services whether or not supplied pursuant to this Contract, or from the discovery or elimination of any and all hazards, or from the failure to so discover or eliminate, or from the failure to provide manufacturing services or by reason of any action, omission, active negligence, passive negligence, including gross negligence or any error or omission in the manufacturing services or any use or application thereof, misrepresentation, misstatement, imprudence, lack of skill or error of judgment of or by WITP or its officers, directors, agents and servants or its affiliates and their respective officers, directors, agents and servants. (2) **IN NO EVENT WILL WITP BE LIABLE TO BUYER OR ANY OTHER THIRD PARTY FOR LOSS OF PROFITS, ECONOMIC OR CONSEQUENTIAL, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER ARISING OUT OF OR RELATED TO THE PARTS PROVIDED TO THE BUYER, REGARDLESS OF THE BASIS OF SUCH CLAIM.** (3) The manufacturing services performed hereunder by WITP shall not be interpreted as approval of design or function by WITP assumes no

liability whatsoever with regard to Buyer's compliance or fulfillment of its obligations with respect to any applicable statute, regulation, rule or by-law, or Buyer's failure to so comply with or fulfill its obligations. Final determination of the suitability and legality of the Parts for the use contemplated by Buyer, including without limitation for use in association with medical or health-related care, is the sole responsibility of Buyer, and WITP shall not in any way be responsible for suitability of any Part for any particular purpose. Buyer shall defend, indemnify and hold harmless WITP and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damage, settlement, costs or expense (including legal expenses), as incurred, resulting from, or arising out of (i) any claim which alleges that the Buyer's use or incorporation of the Parts into Buyer's products is not in compliance with any applicable statute, regulation, rule or by-law or infringes upon, misappropriates or violates any patents, copyrights, trademarks, trade secret or other intellectual property rights of persons, firms or entities who are not parties to this Contract; (ii) any claim relating to negligence, misrepresentation, error or omission by Buyer, its representatives, distributors, OEMs, or resellers; and (iii) any claim relating to the use or misuse of the Parts by Buyer. Buyer shall be responsible for any warranties it makes to end users beyond the scope of any warranties made by WITP under this Contract.

8. Export Restrictions

This Contract, and any confidential information provided under this Contract, is subject to any restrictions concerning the export of Parts or technical information which may be imposed by the federal government.

Accordingly, each party agrees that it will not export, directly or indirectly, any confidential information acquired under this Contract or any Parts utilizing any such confidential information to any country for which the federal government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate department or other agency in the federal government when required by an applicable statute or regulation.

9. Tooling

(1) WITP shall manufacture or purchase tooling, moulds, fixtures, patterns and other equipment to be used by WITP in the manufacture of the Parts as agreed between WITP and Buyer in writing ("Tooling"). (2) As consideration for the manufacture or purchase of the Tooling, Buyer shall pay WITP the cost of such Tooling as quoted to Buyer in writing prior to the commencement date ("Tooling Price"), which Tooling Price shall not be subject to audit or renegotiation by Buyer. Unless otherwise agreed in writing by WITP, payment of the Tooling Price is due upon the earlier of (i) the PPAP approval date for the Tooling, (ii) the start of production of the associated production program, or (iii) the completion of the program development phase. In the event that WITP agrees that any of Tooling Price is to be recovered by WITP as part of the piece price for the Part, any balance outstanding two years after the start of production shall be immediately paid in full. In the event this Contract is terminated for any reason prior to WITP recovering the Tooling Price in full, Buyer shall pay WITP the balance within thirty (30) days of termination and WITP shall deliver the Tooling to Buyer upon receipt of payment in full. (3) Property in the Tooling shall pass to Buyer when Buyer has paid for the Tooling Price in full, but shall remain in the possession, control and care of WITP for the duration of this Contract and shall be reasonably maintained by WITP at its own expense, provided that WITP shall have no liability for damage or loss of any Tooling unless such damage or loss arises solely out of the negligence of WITP. (4) Notwithstanding anything else contained in this Contract, prior to any delivery of the Tooling to Buyer, WITP shall be entitled to remove any and all proprietary technologies from such Tooling, including without limitation, ribbon vents, autovents, network venting and textured response surfaces.

10. Modifications

No modification of this Contract shall be binding unless made in writing and signed by both parties and no waiver by either party of any default shall be deemed a waiver of any subsequent default.

11. Governing Law

This Contract shall be interpreted in accordance with the laws of the State of Tennessee. All controversies or disputes arising out of, or relating to, this Contract or any modification of it shall be settled by arbitration in accordance with the Tennessee Uniform Arbitration Act, as amended..

12. Price Increases

The price quoted is subject to increase based on any future increase in the cost of materials and shall become effective fifteen (15) days after written notice thereof from WITP to Buyer. Any increase in freight rates to be paid by WITP on shipments covered by this Contract, and any tax, duty or government charge now in effect or increase in same payable by WITP because of the production, sale or delivery of the Parts shall be added to the price herein specified unless WITP agrees in writing to pay same.

13.Taxes/Duties

Applicable sales and use taxes, and import/export duties and other charges, are in addition to any prices quoted by WITP and shall be paid by Buyer.

14.Assignment

Buyer shall not assign its interest in any purchase order without WITP's prior written consent.

15.Audits

Buyer shall have no right to (i) inspect WITP's facilities, (ii) examine WITP's books, records or other documents, or (iii) seek or obtain any information from WITP deemed proprietary or confidential by WITP in its sole discretion, without the express written consent of WITP obtained in each instance, which consent may be withheld in WITP's sole discretion.

Last Updated: January 31, 2018