

TERMS AND CONDITIONS OF SALE

1. Agreement. These Terms and Conditions of Sale, together with any other document(s) that Cantel (Canada) Inc. (“Cantel Canada”) has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Purchase Order Confirmation, Quotation, Proposal, Standing Order, Credit Application, or Letter of Authorization) (collectively, “Agreement”) constitute the entire binding agreement between Cantel Canada and you (“Buyer”) regarding the purchase, use, and/or resale of products, services, and support from Cantel Canada (collectively, “Products”) and supersede all other agreements and understandings, whether written or oral, between the parties. This Agreement will apply whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein will be applicable only to certain Buyers by its context. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation, Proposal, Standing Order, or Letter of Authorization or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to Cantel Canada will be binding on Cantel Canada, regardless of Cantel Canada’s failure to object or Cantel Canada’s shipment of Products, unless otherwise agreed to in writing and signed by Cantel Canada. These terms and conditions may be updated or amended from time to time by Cantel Canada, a copy of which will be available for review at <https://www.cantelcanada.com/wp-content/uploads/2019/08/Cantel-Canada-Inc-Terms-and-Conditions-of-Sale-080719.pdf>. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH CANTEL CANADA THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. Price. Prices are based on standard domestic packaging and do not include the cost for special packaging or other requirements, which will be at Buyer’s expense. Firm water system pricing is dependent upon receipt and analysis of feed water sample. Should the analysis dictate a change in the water system, a revised quotation will be provided. All prices are subject to change without notice. All prices exclude applicable goods and services tax (GST), harmonized sales tax (HST), Quebec sales tax (QST), British Columbia sales tax (BST), and Manitoba sales tax (MST), as well as any applicable foreign taxes, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and Cantel Canada has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Buyer where Cantel Canada has the legal obligation to collect the taxes. Buyer must provide Cantel Canada 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 Cantel Canada more than sixty (60) days after the invoice date. Proof of certification should be mailed to Cantel Canada, Attention: Credit and Collection Department.

3. Payment Terms. Payment may be made by credit card (at the time of order), COD, or on open account (subject to credit approval). Provided that Buyer meets Cantel Canada’s credit requirements, payment will be due net thirty (30) days after the date of Cantel Canada’s invoice, unless otherwise agreed in writing. All payments must be made in Canadian Dollars or the invoiced currency. Cantel Canada reserves the right to charge at any time a monthly service charge of one percent (1%) or the highest rate allowed by law, whichever is lower, on accounts that are not paid when due, effective as of the first day after the due date. If Buyer fails to fulfill the terms of payment or does not meet Cantel Canada’s continuing credit requirements, Cantel Canada will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Cantel Canada or further assurances asked for by Cantel Canada are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Cantel Canada. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to Cantel Canada for all costs incurred by Cantel Canada in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies’ and attorneys’ fees and expenses, regardless of whether a lawsuit is commenced. All orders are subject to current credit approval. From time to time, Cantel Canada may review Buyer’s creditworthiness. Buyer agrees to provide Cantel Canada with all credit information reasonably requested, and Buyer represents and warrants to Cantel Canada now, and each time Buyer places an order, that all information Buyer has provided is true and correct. Certain orders will be subject to progress payments, which will include an initial deposit followed by payments based on milestones specified in advance by Cantel Canada.

4. Security for Payment of Purchase Price. To secure payment of amounts payable by Buyer to Cantel Canada with respect to the Products, Buyer hereby grants to Cantel Canada a continuing purchase money security interest and lien on the Products, whenever sold, consigned, or delivered and wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products (including installation thereof) is paid in full, including payment of any late charges and costs of collection. Buyer grants Cantel Canada a limited power of attorney, coupled with an interest, to execute financing statements and other documents or to take any other action in the name of Buyer necessary to perfect the security interest granted herein. Upon Cantel Canada’s request, Buyer will execute such other or additional documents as may be necessary for the enforcement or protection of Cantel Canada’s security interest granted herein.

5. Force Majeure. Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw

materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. Cantel Canada may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.

6. Delivery Terms; Title. Unless otherwise agreed by Cantel Canada in writing, all shipments to points in the U.S. and Canada will be delivered by Cantel Canada FOB Cantel Canada's facility and all shipments to points outside the U.S. and Canada will be delivered by Cantel Canada FCA Cantel Canada's facility (as such term is defined in Incoterms 2010); provided, however, that unless Buyer advises Cantel Canada that it will arrange and take responsibility for shipment of Products from Cantel Canada's facility, Cantel Canada will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Title to and risk of loss or damage for all Products will pass to Buyer upon Cantel Canada's delivery of the Products to the carrier. In all cases of damage and/or loss to Products in transit, Buyer will be responsible for making claim(s) against the carrier; provided, however, that Cantel Canada will provide reasonable assistance with damage and/or loss claims. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by Cantel Canada are estimates only. Shipping, freight, handling, and insurance charges are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.

7. Inspection/Acceptance; Installation. Buyer must inspect delivered Products and report claims for defects, damages, or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise Cantel Canada of such claims. Buyer will be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from Cantel Canada). In the event Buyer engages Cantel Canada to provide installation services, Buyer is responsible for all reasonable expenses incurred related to such installation.

8. Changes. After acceptance by Cantel Canada, Buyer's order will not be subject to cancellation or reduction in any amount without Cantel Canada's written consent. Any other changes to an order requested by Buyer will require the prior written approval of Cantel Canada, which approval may be subject to price adjustments as determined on a case-by-case basis.

9. Technical Information. Information on corrosion, pressures, and temperatures may be used as a guide and as a basis for recommendations and should not be interpreted as a guarantee. Products should be tested by Buyer under actual service conditions.

10. Duty to Select Material. To the best of Cantel Canada's knowledge, the information contained in its publications is correct. All information is based upon tests performed by and data collected by Cantel Canada and third party providers. Cantel Canada does not assume any liability whatsoever for the accuracy or completeness of such information. Final determination of suitability is the sole responsibility of Buyer and the user of the Product. The manner of use is the sole responsibility of Buyer, the user and/or their engineer.

11. Medical Devices; Drugs.

If any of the Products are medical devices, Buyer acknowledges that it is familiar with Health Canada's Guidance Document for Mandatory Problem Reporting of Medical Devices and all relevant legal and regulatory rules and requirements having the force of law, and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Cantel Canada within ten (10) days of the occurrence of any event identified in the Canada Vigilance - Medical Device Problem Reporting Program imposing a reporting obligation on Buyer and/or Cantel Canada (except for events representing an imminent hazard that require notification to Health Canada, the United States Food and Drug Administration and/or any other international medical device regulatory authority or government body (collectively, "Authority") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to such applicable Authority and Cantel Canada within said period). Buyer will maintain adequate tracking for the Products to enable Cantel Canada to comply with governing statutes and regulations applicable to the tracking of medical devices.

Chemistry Products sold by Cantel Canada are defined as drugs in Canada. If any Products purchased hereunder include chemistry Products, Buyer acknowledges that it is familiar with Health Canada's Food and Drugs Act with respect to reporting obligations of adverse reactions imposed on the drug users thereunder. In this regard, Buyer agrees to notify Cantel Canada within forty-eight (48) hours of the occurrence of any event identified in the Canada Vigilance Program (formerly known as the Canadian Adverse Drug Reaction Monitoring Program) imposing a reporting obligation on Buyer and/or Cantel Canada.

12. Regulatory Disclaimer. Although Cantel Canada has required registrations, approvals and licenses for all or substantially all of its systems, the purchase of parts and system components from Cantel Canada does not provide compliance under Health Canada or any other law, rule or regulation for Buyer's system.

13. Limited Warranties; Limitation of Warranties.

Non-Cantel Canada Products. Any Products not manufactured by Cantel Canada will carry the original manufacturer's warranty, copies of which are available on request. Unless otherwise advised, Cantel Canada will permit Buyer to submit warranty claims regarding such Products to Cantel Canada, which will then proceed against the original manufacturer on behalf of Buyer in accordance with such manufacturer's warranty policy. However, Cantel Canada takes no responsibility for enforcing such warranty. **CANTEL CANADA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT NOT MANUFACTURED BY CANTEL CANADA.**

Cantel Canada Products. Cantel Canada warrants to Buyer that Products manufactured by Cantel Canada that are sold to Buyer will be free from defects in material and workmanship under normal use and service at the time of shipment from Cantel Canada. The warranty period for Products (other than parts) shipped by Cantel Canada without any installation by Cantel Canada is one (1) year. The warranty period for Products (other than parts) installed at a customer site by Cantel Canada is the lesser of one (1) year from the date of installation or fifteen (15) months from the date of shipment. The warranty period for parts is ninety (90) days from the date of shipment or, if installed by Cantel Canada, the lesser of ninety (90) days from the date of installation or one hundred eighty (180) days from the date of shipment. Service is warranted for ninety (90) days from performance of service. Cantel Canada will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by Cantel Canada or its affiliates; (iii) usage not in accordance with Product instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not authorized by Cantel Canada. The limited warranty furnished hereunder does not extend to damage to items purchased hereunder (i) resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by Cantel Canada, or (ii) caused by improper use or installation, or improper thermal or electrical capacity. In addition, the limited warranty is conditioned upon proper storage, installation, use and maintenance of the Product in accordance with applicable written recommendations of Cantel Canada.

Notice of a defective Product must be given to Cantel Canada in writing within ten (10) days following the discovery of such defect. Cantel Canada's SOLE LIABILITY under the warranty will be, at Cantel Canada's option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer. The return of defective Products is subject to the terms and conditions of Section 15 below.

CANTEL CANADA'S LIMITED WARRANTY HEREUNDER IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS PROVIDED BY CANTEL CANADA AND CANTEL CANADA DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND CANTEL CANADA DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER'S REQUIREMENTS. Any oral or written statement concerning the Products inconsistent with the limited warranty set forth above will be of no force or effect.

Buyer will be responsible for reimbursement of Cantel Canada's reasonable travel and other expenses incurred in providing on-site warranty and out of warranty services.

14. Limitation of Actions. Any actions or claims by Buyer regarding the sale of Products by Cantel Canada must be brought within twelve (12) months after the date of shipment of the Products by Cantel Canada. However, any billing disputes must be made within one (1) month of the applicable invoice date or will be deemed to be waived.

15. Returns. All returns are subject to prior approval of Cantel Canada, in its sole discretion, and require documentation of the return material authorization ("RMA") number requested by Buyer and provided by Cantel Canada. Products returned without an RMA number will be returned to Buyer at Buyer's expense and Buyer will bear all risk of loss or damage to the returned Products while in transit. All RMA requests must include one of the following: the original Buyer purchase order number, the Cantel Canada sales order number, or the Cantel Canada invoice number. Issuance of an RMA number by Cantel Canada does not guarantee that a return will be accepted. In the case of an alleged damaged or defective Product, Cantel Canada will only accept returns if (i) the alleged damage or defect is established to the satisfaction of Cantel Canada; (ii) such Product is still covered by the warranty; and (iii) Buyer has notified Cantel Canada in writing within (a) ten (10) days of delivery in the case

of a defect or damage that is discoverable on a visual inspection or (b) ten (10) days of discovery of the defect. Return goods criteria are primarily based on the resale potential of the Product, as well as handling and repackaging costs. Standard fast-moving items carry a 25% restocking charge. Slower moving Products may carry a higher restocking charge at Cantel Canada's discretion. Non stock items are normally not returnable. If the Product manufacturer agrees to take the Product return from Cantel Canada, the return will be subject to the terms and conditions of that manufacturer. All authorized returned goods must be shipped by Buyer freight and insurance prepaid to the location indicated in writing by Cantel Canada. Cantel Canada does not take possession of a Product until it is received in Cantel Canada's system.

All returned Products must be current inventory items in new condition (other than defective Products), in the boxes or other original packaging in which they were shipped and are subject to quality control inspection prior to acceptance. Any damage occurring in transit is between the carrier and Buyer. Cantel Canada will assist in the resolution of such claims if requested to do so by Buyer.

Cantel Canada will deduct the amount of all approved returns from the invoice or account of Buyer, less any freight, shipping, insurance or handling charges (except as otherwise provided herein). Cantel Canada reserves the right to refuse any Products returned to Cantel Canada without prior approval. Unauthorized returns will remain Buyer's responsibility and may be destroyed or returned to Buyer at Buyer's expense.

Any freight, shipping, insurance or handling charges associated with a return or cancellation resulting from an error or omission of Cantel Canada will be borne by Cantel Canada. However, returns that are authorized by Cantel Canada for product ordered-in-error or shipped-in-error will not be accepted unless returned within thirty (30) days of delivery.

16. Trademarks; Copyrights. Other than the limited use permitted for distributors set forth in Section 31 below, Buyer may not use the Cantel Canada name or any Cantel Canada trademark, service mark, logo, or copyrighted work for any purpose.

17. No License. The sale of its Products by Cantel Canada does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of Cantel Canada, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a Cantel Canada patent.

18. Confidential Information. Except for information that Buyer demonstrates was in Buyer's possession prior to receipt from Cantel Canada, Buyer agrees that all information of Cantel Canada, whether written or oral, that is furnished by Cantel Canada to Buyer concerning the business and affairs of Cantel Canada or is learned by Buyer during discussions or communications between Buyer and Cantel Canada, is proprietary to Cantel Canada, and Buyer will hold such information in confidence and will not use or disclose such information without Cantel Canada's prior written consent, except for the fulfillment of this Agreement.

19. Installment. In the event any purchase of Products by Buyer is deemed or interpreted to be an installment contract, Cantel Canada's failure to deliver when due, or nonconformity of, any installment will not substantially impair the value of the overall contract as a whole and will not constitute a breach of contract.

20. Limitation of Liabilities and Remedies.

Under no circumstances will Cantel Canada or its affiliates have any liability for damage to a facility or property due to floods or leaks caused by or related to the Products provided hereunder, installation, service or otherwise. All water systems must be protected from water hammer, have required safety relief valves, vacuum breakers and leak detectors. Floors and walls must be sealed and sloped to adequate floor drains. In addition, Buyer is responsible for meeting all federal, provincial, and local (and foreign, to the extent applicable) laws, rules, and regulations regarding the monitoring of supplied equipment, including ozone equipment.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL CANTEL CANADA'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

21. Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Cantel Canada, including Cantel Canada's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, Cantel Canada will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by Cantel Canada; (ii) to the extent caused by Cantel Canada's breach of this Agreement; or (iii) to the extent caused by Cantel Canada's gross negligence or willful misconduct. Cantel Canada is not required to indemnify Buyer to the extent that any claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with Cantel Canada's-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

22. Independent Contractors. No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Cantel Canada and Buyer. Buyer and Cantel Canada are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

23. Export. Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to United States or Canadian customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with and abide by those laws and regulations as applicable.

24. Headings. The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

25. Language. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only (or in the French language in the province of Quebec).

26. Governing Law/Venue. This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and Cantel Canada arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts-of-law rules. Any and all disputes arising under this Agreement will be dealt with under the exclusive jurisdiction and exclusive venue of the provincial courts located in the City of Toronto, Ontario, to the exclusion of all other courts. Each party expressly agrees to submit to the jurisdiction of such courts.

27. Modification and Waiver. Except as otherwise provided in Section 1 of this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

28. Validity. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining terms and conditions of this Agreement will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

29. Storage and On Hold Orders Policy. If Buyer requests that Cantel Canada delay or defer the shipment of equipment (or otherwise causes a delay of shipment) for more than fifteen (15) days beyond the scheduled ship date, then Cantel Canada may store such equipment at Cantel Canada's premises or in a contracted warehouse or yard. If a request to delay shipment is made after the equipment has left Cantel Canada's premises, then Cantel Canada may arrange for such equipment to be stored with the

shipper or in a contracted warehouse. In either case, such storage will be at Buyer's risk and expense. When equipment is placed in storage, it will be deemed to have been shipped for invoicing and warranty purposes and Buyer is considered to have accepted the equipment. Buyer will be subject to additional handling, transportation and storage charges, payable upon invoice by Cantel Canada. Buyer may not obtain any delay or deferment of delivery unless Cantel Canada agrees thereto in writing. In no event will Cantel Canada agree to any such delay or deferment unless Buyer establishes good and sufficient cause thereof to Cantel Canada's satisfaction, and Buyer agrees in writing to terms acceptable to Cantel Canada. In no event may any period of delay or deferment requested by Buyer exceed sixty (60) days.

30. Supplemental Terms. On custom orders and certain special orders, additional terms and conditions may apply. Such terms and conditions, if applicable, will be set forth in a separate Supplemental Terms addendum attached hereto and will be deemed a part of this Agreement.

The following provisions (Sections 31 – 37) are only applicable to Buyers who are distributors of Cantel Canada:

31. Trademarks; Copyrights. Buyer may use the "Cantel Canada" (or its affiliate's) name and Cantel Canada's (or its affiliate's) product names solely for the purpose of accurately identifying the Cantel Canada (or its affiliate's) branded Products that Buyer markets or sells. Buyer agrees that any such use will be in accordance with all guidelines provided by Cantel Canada and Buyer agrees to change or correct, at its own expense, any label, material, or activity that Cantel Canada decides is inaccurate, objectionable, or misleading, or constitutes, in Cantel Canada's sole discretion, a misuse of Cantel Canada's (or its affiliate's) name, trademarks, trade names, service marks, logos, or copyrighted works. Buyer may not use the Cantel Canada (or its affiliate's) name or Cantel Canada's (or its affiliate's) product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of Cantel Canada's (or its affiliate's). All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by Cantel Canada) must be approved in writing by Cantel Canada prior to use.

32. Traceability. Buyer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than two (2) years past the expiration date or two (2) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefor.

33. Customer Complaints. Buyer will cooperate fully with Cantel Canada in dealing with customer complaints concerning the Products and will take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by Cantel Canada. Buyer agrees to report to Cantel Canada any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist Cantel Canada to facilitate the resolution of complaints. For purposes of this Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

34. Digital Files. Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by Cantel Canada to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of Cantel Canada. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of this Agreement.

35. Compliance with Anti-Corruption Laws. Buyer will comply with all applicable anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.), (ii) the Corruption of Foreign Public Officials Act (Canada, S.C. 1998, c. 34), and (iii) all international, national and local laws, rules, and regulations (e.g., UK Bribery Act) in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

36. Assignment. Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock or share sale, merger, amalgamation or otherwise) without Cantel Canada's prior written consent. Buyer will not, without the prior written consent of Cantel Canada, appoint any subdistributors in connection with the performance of this Agreement.

37. Sales Representatives and Permitted Subdistributors. Buyer agrees that all of its sales representatives and permitted subdistributors will be subject to the terms and conditions of this Agreement.

SUPPLEMENTAL TERMS FOR SERVICE AND INSTALLATION

The following terms are applicable for Buyers who purchase installation or other services from Cantel Canada:

1. Interruption/Delay; In-service/Training: Unless specified differently upon acceptance of a quotation, it is assumed that the full installation will proceed during a single visit by Cantel Canada personnel. If Buyer's work site is not ready for installation at the designated time upon arrival of Cantel Canada's installer(s), a job site readiness charge will be assessed against Buyer. If the installer(s) have to leave Buyer's work site due to the site not being ready or the installation is interrupted (beyond the control of Cantel Canada) and results in subsequent visits to Buyer's work site for job completion, an additional charge will be assessed against Buyer. If Cantel Canada's installer(s) are not permitted to start-up and test the system immediately upon installation and, in lieu thereof, Buyer or its designee starts-up and tests the system, then Cantel Canada will have no responsibility for any issues that would have been resolved if Cantel Canada had been permitted to start-up and test the system upon installation. A purchase order will be required for a return trip should Buyer require Cantel Canada to return to perform the start-up and testing. At the conclusion of installation, Cantel Canada will perform an "in-service" or training at Buyer's site to explain the operation and function of the system. Unless other arrangements are made in advance, the in-service/training will be performed immediately following the completion of installation. Should Buyer not be prepared for the in-service at that time and request a return visit, an additional charge may be assessed against Buyer.

2. Work Hours: Quoted prices assume work performed during normal working hours. Any work performed by Cantel Canada outside normal working hours will be charged at standard overtime rates in effect at the time such installation or service is provided.

3. Local Regulations: If local building codes or regulations (e.g., electrical, plumbing, etc.) dictate a change in equipment or installation method (as per Buyer's quotation), an appropriate change in price will occur. Any such additional pricing will be Buyer's responsibility. If Cantel Canada is required for any reason to use local union personnel of any trade, hiring and payment for the required union personnel will be the sole responsibility of, and handled by, Buyer. It will not be Cantel Canada's responsibility to pay salary, benefits, or other compensation of any kind to the union.

4. Layout Approval: Prior to acceptance of a water system installation proposal, a proposed room layout will be provided to Buyer, provided that Buyer has provided a scaled drawing of its water room to Cantel Canada. Upon agreement of such layout by both Cantel Canada and Buyer (and fulfillment of any other pre-contract requirements), the purchase order will be accepted. If Buyer's specified space is modified in any way without Cantel Canada's approval prior to installation of the water system, an additional charge may be assessed against Buyer.

5. Certain Exclusions: Unless specifically identified in the body of the quotation, station boxes provided by Cantel Canada exclude installation and connection to the drain line or the water, bicarb, or concentrate distribution loops. These connections are the responsibility of Buyer. Quotations do not include seismic restraints. If seismic restraints are required, an additional charge will be assessed against Buyer.

6. Miscellaneous:

(a) Buyer is responsible for the disposal of any refuse generated during the system installation.

(b) Buyer agrees to provide site parking for Cantel Canada installation vehicles.