

Exclusive Distribution Agreement

Between

Pall Corporation

And

AAR Supply Chain, Inc.

2023

This Exclusive Distribution Agreement (this “**Agreement**”), dated September 11, 2023 (“**Effective Date**”) is by and between Pall Corporation (“**Pall**” or “**Seller**”), a New York Corporation, having its principal place of business at 25 Harbor Park Dr. Port Washington, NY 11050 and AAR Supply Chain, Inc., a company existing and organized under the laws of the State of Illinois, USA, whose place of business is at 1100 N. Wood Dale Road, Wood Dale, IL 60191 USA (“**Distributor**” or “**AAR**” or “**Buyer**”). Pall and Distributor are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

BACKGROUND:

Pall is a leading global manufacturer of certain aerospace products; and

Distributor is a global wholesale distributor of such products; and

Supplier requires the services of a distributor knowledgeable in the markets that Supplier sells its products and is competent to assist Supplier in the promotion, sale and support of its products; and

Distributor is willing and able to provide such service; and

Pall has agreed to appoint Distributor as its exclusive distributor in the Territory listed in Exhibit C (“Territory”); of the Products listed in Exhibit B (“Products”); for distribution and sale solely, except as otherwise provided herein, to the Market listed in Exhibit A (“Market”); subject to the terms and conditions herein.

AGREED TERMS:

1. Definitions. Unless the context otherwise requires, in this Agreement:

- 1.1 “**Affiliate**” means, with respect to a Party to this Agreement, any corporation or other legal entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities of a corporation or entity, or the right to receive fifty percent (50%) or more of the profits or earnings of an entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity.
- 1.2 “**Annual Target**” means the value of Products to be purchased by Distributor from Pall on an annual basis for sale in the Territory.
- 1.3 “**Change of Control**” means (i) in relation to an individual - death; (ii) in relation to any company – a person(s) acquires more than 50% of the voting power of members or directors of that company whether directly or indirectly; and (iii) in relation to a partnership or other entity – a person(s) acquires more than 50% of the voting power for management of that partnership or entity whether directly or indirectly.
- 1.4 “**Confidential Information**” means all oral and written information relating to a Party or Party’s customers, which is disclosed or made available to or learned by the other Party including , its Affiliates, or a Party’s Representatives in connection with this Agreement and the business of the other Party, marked with

a proprietary or confidential legend at the time of disclosure, including but not limited to, its products, pricing and financial data, production data, trade secrets, information relating to manufacturing and research methods and projects, production plants and other facilities, technology, apparatus, equipment and systems, marketing or customer data, information regarding its employees, officers, directors and consultants, research tools, sales information, the existence, terms or conditions of this Agreement, or other information that is not generally available to the public and that relates to the other Party's business. Confidential Information also includes all notes and other records made by the receiving Party based on or incorporating the information referred to herein; and all copies of such information, notes and other records.

- 1.5 **"Contract Year"** means each consecutive 12-month term following the Effective Date.
- 1.6 **"Customer"**- means any reseller or MRO service center servicing the Market.
- 1.7 **"Danaher Standards of Conduct"** means the Standards of Conduct of Danaher Corporation, as may be amended from time to time.
- 1.8 **"Distribution Channels"** means the expected channels of sales of the Products during a Contract Year.
- 1.9 **"Distributor's Representatives"** means Distributor's or its Affiliates' officers, directors, employees, professional advisors, agents, dealers, and contractors.
- 1.10 **"FCPA"** means the United States Foreign Corrupt Practices Act of 1977, as amended.
- 1.11 **"Force Majeure Event"** means any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from events beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities, and (j) pandemics, epidemics, contagious disease.
- 1.12 **"Market"** means the Market of use of the Products specified in **Exhibit A**.
- 1.13 **"New Intellectual Property"** means each and every invention (whether patentable or not), improvement, modification, trade secrets, mask works, patents, refinement, discovery, design (whether registerable or not), creation, trademark, copyrights (whether copyrightable or not), and other developments deriving from any of Pall's Confidential Information, that is/are generated, made or conceived by the Distributor.
- 1.14 **"Pall Indemnified Parties"** means Pall, its Affiliates, and its and their employees, officers, directors, agents, representatives, successors and permitted assigns.
- 1.15 **"Price List"** means the applicable Price List that is delivered, published or made available by Pall and as current from time to time.

- 1.16 **"Products"** means the products specified in **Exhibit B**.
- 1.17 **"Requirements"** means all statutes, regulations, by-laws, industry codes of conduct, in the Territory.
- 1.18 **"Sales and Marketing Plan"** means the plan agreed to by both Parties which includes but is not limited to the Annual Target, Distribution Channels, marketing and promotion activities of each Party, sales prospects, and Product inventory levels.
- 1.19 **"Material Breach"** means the occurrence of an event stipulated in Sections 14.2 and 14.3, or any breach of this Agreement that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.
- 1.20 **"Term"** has the meaning given in Section 14.1.
- 1.21 **"Territory"** means the territory as set forth in **Exhibit C**.
- 1.22 **"Territory Antibribery Laws"** means all applicable laws in the Territory relating to anticorruption, bribery, extortion, kickbacks or similar matters as amended.
- 1.23 **"Trademark"** is as defined in **Exhibit D**.
- 1.24 **"Warranty"** means the warranty for the Products as set forth in Pall's Terms and Conditions of Sale and Service, **Exhibit E**.

2. Appointment

- 2.1 **Exclusive Distribution.** Pall appoints Distributor as Pall's exclusive distributor of the Products for sale, only in the Market and in the Territory, under the terms and conditions set forth in this Agreement. By appointing Distributor as an exclusive distributor under these conditions, Pall will not appoint as a distributor any other person, corporation, firm, partnership, or other entity for the Products, in the Market and in the Territory. Distributor will distribute and sell the Products in its own name and on its own behalf, on its own account, and at its own risk. Distributor will have no authority to act for or on behalf of Pall.
- 2.2 **Direct Selling.** Pall will not sell Products in the Market and in the Territory. Pall will forward all sales inquiries, in the Market and in the Territory, to Distributor. The only exception will be if Distributor has not cured a Material Breach of the Agreement, in accordance with Section 14.2.1, that is directly related to a specific customer, in the Market in the Territory. Notwithstanding Pall may sell the Products directly to any customer, in the Market and in the Territory, to the extent AAR declines to sell to the Customer. For the avoidance of doubt, if Pall sells Products to customers pursuant to this clause, Distributor will not be entitled to any commission on such sales.
- 2.3 **Discontinuation or Change of Product.** Pall will have the sole right at any time and without prior notice to: change the contents of the list of its Products, to discontinue manufacturing any of the Products, and to make technical changes and alter the design of the Products ("Changed Product"). If the Distributor has inventory of a Changed Product, or if Pall has already accepted a purchase order for a Changed Product, Pall will, at its discretion, either sell the Distributor the number of the Product ordered in such purchase order or provide a similar

replacement Product at no additional charge; if either remedy is not available, Pall shall compensate Distributor for the difference in an alternative replacement Product to satisfy inventory and any purchase orders.

- 2.4 **Allocation and Delivery of Product.** Purchase orders submitted by Distributor shall not be effective until received and accepted by Pall. Pall may allocate available Product inventory or production among its customers in such manner as it may from time to time consider fair and equitable when all orders submitted to Pall exceed supply. Except as otherwise provided in this Agreement, Distributor shall have no recourse against Pall in respect of any non-delivery or delay in delivery of Product as a result of the application of this clause.
- 2.5 **Sub-Distribution.** Nothing in this Agreement shall confer any right or license, or entitle Distributor to appoint any sub-distributor for the Products. Distributor may only appoint a sub-distributor for the Products at Pall's absolute discretion and with Pall's prior written consent. If such consent is provided, Distributor will include the Ethical Business Practices specified in Section 8 herein to its contracts with such sub-distributors. Distributor agrees to provide copies of its contracts with sub-distributors to Pall upon request.
- 2.6 **Competing Products.** During the term of this Agreement, Distributor shall not sell products, in the Market and in the Territory, that compete with the Products, unless previously agreed in writing by Pall.
- 2.7 Pall shall cooperate with Distributor for advertising, provide any necessary information, material, and support including helping to establish new and maintain existing accounts, provide all technical documentation as required (in English) for sales and promotion of Products, consulting with Distributor regarding inventory levels, identifying new markets, advising on effective promotional efforts, and helping to coordinate promotional activities as Distributor may reasonably request regarding the marketing, advertising, promotion, and sale of Goods and shall notify Distributor promptly in the event of any material changes in such information.
- 2.8 Pall shall subject all Products sold or delivered to Distributor to commercially reasonable quality control and inspection standards; all Products sold or delivered under this Agreement shall be subject to the warranties in this Agreement. Pall shall retain all responsibility for the design, manufacturing, and inspection of the Products prior to delivery to the Distributor.
- 2.9 Pall shall provide technical support to Customers and, as reasonably requested by Distributor, provide support contact information, escalation procedures, and any other support-related information to Distributor for all Products, including for end-of-life or functionally discontinued Products; unless at such time Pall deems it infeasible to support discontinued or end-of-life products, Pall provides 90 days' notice to Distributor that such Products are no longer supported.
- 2.10 Pall shall notify Distributor on a timely basis if any Product is subject to regulation under ITAR; Pall shall provide Distributor with all classification documentation required from the manufacturer of the Products for export overseas or as may become required in the marketplace;

3. Responsibilities of Distributor. Distributor shall:

- 3.1 promote sales of the Products, in the Market and in the Territory, using commercially reasonable efforts, including, but not limited to, visits to customers as required, and other promotional activities, which activities will take into account the special characteristics of the Products, in the Market and in the Territory;
- 3.2 obtain prior written approval from Pall for all marketing or advertising;
- 3.3 not sell Product in circumstances where Distributor knows, or reasonably should know, it is for use outside the Market and the Territory;
- 3.4 keep Products available at its sole cost for demonstration purposes, as may be agreed with Pall from time to time;
- 3.5 not use the Trademarks contrary to this Agreement;
- 3.6 not use any trade name used by Pall or any confusingly similar name as part of Distributor's corporate or business name or logo;
- 3.7 not remove any Trademark or trade name on Products;
- 3.8 request and include on labels, packaging and other sales related materials such statements, symbols or marks noting Pall's ownership of the Trademarks, as instructed by Pall;
- 3.9 not claim rights to ownership of the Trademarks except as a licensee from Pall;
- 3.10 avoid deceptive, misleading or unethical practices that are or might be detrimental to Pall, the Products, the Trademarks or the public;
- 3.11 not make representations, warranties or guarantees with respect to the Products that are inconsistent with warranties or disclaimers in (i) advertising, literature or materials distributed or approved by Pall; or (ii) in Pall's Terms and Conditions of Sale and Service (attached as **Exhibit E**);
- 3.12 comply with all applicable Requirements in performing its duties under this Agreement and in any of its dealings with respect to the Products;
- 3.13 ensure that adequate sales, training and service personnel are employed by Distributor;
- 3.14 Reasonably familiarize its employees with the Products and the know-how required for customer support, the proper use, and successful sales of Products, including but not limited to, comprehensive technical and specialist knowledge and skills, which Distributor will keep up to date (as informed by Pall);
- 3.15 enroll all of its new sales personnel from time to time in Pall training programs as Pall deems necessary, within reasonable limits, which training program may include (at Pall's option but at Distributor's cost) remote training by Pall at its business partner training sessions;
- 3.16 provide Pall with the name, contact number and e-mail address of its employees involved in the performance of Distributor's duties and obligations under this Agreement; ensure that such employees promptly attend and successfully

complete all anti-bribery or compliance related training when required to by Pall with reasonable notice of such training (on-line training conducted by Pall or by a third party on Pall's behalf);

- 3.17 maintain sufficient stocks of Products and spare parts to ensure Distributor can provide prompt delivery and service to its customers;
- 3.18 consult with Pall from time to time regarding marketing and advertising and at least once each financial quarter attend a meeting with Pall to discuss and review Distributor's performance under this Agreement generally and the Sales and Marketing Plan specifically;
- 3.19 provide Pall with quarterly information of forecast purchases, forecast sales, lead generation, competing activity and any other Product-marketing related information reasonably requested by Pall and in the format requested by Pall;

3.20 RESERVED NOT USED

- 3.21 use reasonable care to handle all Products in its possession or control to avoid physical damage to the Products, and ensure shipping bag and any seals are intact prior to use;
- 3.22 maintain complete, accurate and updated inventory records of the Products in its possession or control, and the transactions contemplated hereby (including without limitation, details of customers who have purchased the Products from Distributor (including name, business address and part numbers of the Products purchased), purchase orders, invoices, receipts and documentation of expenses, maintain such records for a period of not less than five (5) years following completion of the transactions or matters to which they relate, and provide Pall with such records upon reasonable request and,
- 3.23 ensure that Products delivered to Distributor are stored pursuant to the Products' specifications, if applicable.

4. Marketing Plan, Annual Targets, and Promotion

- 4.1 **Development of Sales and Marketing Plan.** The Parties shall meet no later than three (3) months before commencement of each Contract Year to formulate and agree on the Sales and Marketing Plan for the next Contract Year at an agreed location. The Parties will (i) make available to each other all reasonable marketing data relevant to the Agreement that is within their possession; (ii) pay their own travel and accommodation costs for attending such meetings; and (iii) use reasonable endeavours to agree to a Sales and Marketing Plan for the next Contract Year not later than four (4) weeks before the end of a previous Contract Year, such plan to include: (i) the Annual Target; (ii) the Distribution Channels; (iii) marketing and promotion contributions by Pall and Distributor; and (iv) the inventory of Products required to be maintained by Distributor. Each Party must comply with its obligations under an agreed Sales and Marketing Plan.

- 4.2 **Market Information and Strategy.** Distributor must:

4.2.1 keep details of actual and potential customers for the Products in the Territory and provide copies of that information to Pall whenever requested to do so by Pall, but in any event Distributor must send to Pall monthly reports of all shipments to customers of Products (indicating specific customer and contact information, city/country, quantity sold, date shipped, ship-to address,

billing address, and (invoiced price), all of which information shall be Confidential Information.

4.2.2 reasonably advise Pall promptly of any market information coming to Distributor's attention regarding Pall, the Products or Pall's market position or competitiveness in the Territory;

4.2.3 refer to Pall inquiries relating to Products from persons outside the Territory or from a person for use outside the Territory;

4.2.4 pass on any significant information which may assist Pall to sell Products outside the Territory; and

4.3. **Annual Target.** Distributor must achieve the Annual Target specified in **Exhibit F** for each Contract Year.

4.4. **Promotion.** Distributor must promote the Products in the Market in the Territory. Distributor will provide direct customer support in response to customer inquiries, including but not limited to, providing the customer with product pricing, product specifications, product warranty status, order status, bids and quotes, basic product functionality, basic application information, and pre-sales inquiries. Distributor must at all times during the Term:

4.4.1 maintain the capacity, facilities and personnel necessary to perform its obligations under this Agreement;

4.4.2 make full use of all promotional material supplied by Pall (which material Pall will continue to own);

4.4.3 in Distributor's discretion, invest in marketing, advertising and promotional activities to drive Product sales in the Territory;

4.4.4 not make use of any promotional or advertising material or method until written approval has been given by Pall;

4.4.5 ensure that copyright in all promotional and advertising material received by the Distributor from third parties solely relating to or involving the Products, is assigned to Pall and there is a moral rights consent in respect of the Affiliate (if Pall so requires); and

4.4.6 comply with all Requirements relating to import, export, packaging, labelling, promotion, marketing and sale and other laws relating to the Product in the Territory.

4.4.7 must advise Pall of all Requirements relating to the design, construction, printing of packaging materials and labelling requirements which Pall should follow when supplying Products to the Distributor.

4.5. **Technical and Promotional Assistance.** Pall shall hold Product sales, strategy and training meetings for Distributor's employees at Pall premises as agreed by Pall and Distributor. Promotional costs will be paid for by Distributor, with the exception of contributions (i) towards advertising, promotional material, and exhibitions agreed in the Sales and Marketing Plan; and (ii) existing art work and promotional material which will be made available to Distributor at no cost.

5. Terms of Sale and Service

- 5.1 The Parties intend that this Agreement, including all attached Exhibits, set forth all of the terms and conditions applicable to Distributor's purchase and sale of Pall's Products and accordingly agree that all provisions, terms and conditions of any purchase order, sales or order acknowledgment, invoice or other business form or document (a "Form") shall be superseded hereby and therefore shall be disregarded and have no force and effect. If a Form purports to be conditioned in any manner on agreement to and/or acceptance of any provisions, terms and conditions other than those set forth herein, then such condition is hereby waived. In no event shall either Party be bound by any provisions, terms or conditions relating to the subject matter of this Agreement not set out herein. Pall's Terms and Conditions of Sale and Service, incorporated as Exhibit E, form part of this Agreement and apply in respect of all Products sold by Pall to the Distributor. In the event of any inconsistency between the provisions of this Agreement and those of the Terms and Conditions of Sale and Service, the provisions of this Agreement shall prevail to the extent of the inconsistency.
- 5.2 **Warranty.** Pall is responsible for the Warranty for the Products, as described in Exhibit E. Distributor undertakes to grant its customers a warranty for Products that will be equal to the Warranty and limited to the extent of all limitations set forth in the Warranty. If Distributor grants to customers a warranty that exceeds the Warranty or lacks the specified limitations of the Warranty, Pall is not responsible for any financial implications of such difference in warranty terms.
- 5.3 **RESERVED NOT USED**

6. Orders, Delivery, Inspection and Returns

- 6.1 **Orders.** Purchase orders placed by Distributor shall not be effective unless accepted in writing by Pall. Subject to availability, Pall will send to Distributor, Products in quantities sufficient to meet Distributor's demand for the Products in the Territory. Pall commits to acknowledge orders within five (5) days from when the order is placed.
- 6.2 **Delivery; Title and Risk of Loss.** Unless otherwise mutually agreed to in writing by the Parties, delivery from Pall's factory or designated shipment point shall be FCA INCOTERMS 2020 and title and risk of loss passes to Distributor at the point when the Products leave Pall's factory or designated shipment point in accordance with the INCOTERMS. Pall retains and Distributor hereby grants to Pall a security interest in Products shipped by Pall hereunder until payment in respect of the Products is received by Pall. Distributor has the obligation to insure once title passes. Distributor will pay, or reimburse Pall for all freight, taxes, dues, fees, customs and/or import duties, special and miscellaneous charges and special packaging charges and all other charges whatsoever levied on the Products in the Territory. Pall will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of Distributor's purchase orders or, if no time is specified, within Pall's normal lead-time necessary to deliver the Products sold hereunder.

- 6.3 **Inspection.** As far as possible and customary within the normal scope of its business activities, Distributor will inspect the Products for any recognizable product defects, transport damage, the presence of warning notices and documentation, etc., upon their arrival. Distributor will in all cases hand over to the purchaser of the Products all product information such as, but not limited to, user information, and warning notices supplied by Pall. Distributor will ensure that this product information is not lost during inspection of the equipment in its original packaging and/or in the course of demonstration, and in the event of loss he will immediately order replacement documents.
- 6.4 **Returns.** Unless specifically authorized in this Agreement, Distributor shall not be entitled to return Products to Pall without Pall's prior written consent. If Pall consents to the return of Products not otherwise authorized herein, returned Products shall be shipped to any destination specified in writing by Pall to the Distributor and will be subject to Pall's restocking charges (20% of the price of the Product). Pall must receive returned Products within thirty (30) days after Pall has given its written consent to such return to the Distributor, in their original unit and case packages. Pall shall have the right to inspect returned Products and, if such Products are deemed by Pall to be damaged, defective (other than a defect that is covered by the warranty specified in Pall's Terms and Conditions of Sale and Service), obsolete (such as Products which are not listed in Pall's product and pricing lists at the time of return or which have less than twelve months of shelf life remaining), or altered or to have been returned in error, Pall shall have sole discretion as to the disposition of the Products involved, and the Distributor shall pay to Pall an amount equal to all shipping, inspection, and disposition costs, rework costs and damages, if any, provided that Pall uses its reasonable efforts to consult with the Distributor prior to making a determination as to the disposition of the Products involved.

7. Price and Payment

- 7.1 **Price.** Distributor shall pay for the Products the applicable price (including Distributor discount) quoted in Pall's Price List at the time Distributor's order is received and accepted in writing by Pall,. Pall may alter the price list generally at any time and with at least sixty (60) days advanced prior written notice to Distributor. All orders submitted by Distributor before the effective date of the price increase shall remain at the lower price.
- 7.2 **Payment Terms.** Distributor must make payment in US Dollars (unless payment in a different currency is specified in the relevant invoice) within thirty (30) days from the date of invoice, which shall not be earlier than the date of shipment of the Products invoiced. Unless otherwise agreed to by Pall in writing, Distributor shall make payment in immediately available funds by electronic funds transfer (wire or ACH) or check, in accordance with the transfer instructions given by Pall to Distributor from time to time.
- 7.2.1 Without prejudice to any other right or remedy available to Pall, Pall shall be entitled to apply a monthly interest charge at the rate of one percent (1.0%) or the maximum legal rate allowed by applicable law, whichever is lower, calculated monthly, on all past due payments calculated from their due date, if email notice is provided to AAR, with at least five (5) business days to remedy the late payment. Distributor shall reimburse Pall for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees if email notice is provided. In the event of delay in the receipt of payment, Pall will also be entitled to withhold planned deliveries until such payment is made.

7.2.1.1 Pall shall not assess any late payment penalties or other remedies pursuant to section 7.2.1 if Products are non-conforming. Non-conforming products not cleared by Distributors quality department will be excluded from the standard payment terms.

7.3 **Taxes.** Distributor shall pay all transfer, value added, goods and services, import, customs excise, sales and similar taxes imposed in connection with this Agreement or the supply of Products by Pall to Distributor.

7.4 **Set-Off.** Distributor will not be entitled to set off counterclaims against amounts due to Pall unless Pall has accepted said claims in writing.

7.5 **Prices for Resale.** Pall acknowledges that Distributor has complete discretion to resell the Products at prices determined by the Distributor in its sole discretion.

8. **Ethical Business Practices; Anti-Corruption/Anti-Bribery and Related Provisions.**

8.1 Reserved.

8.2 **Compliance with Laws.** Both Parties shall comply fully with all applicable laws, rules, and regulations, including those of the United States, and any and all other jurisdictions globally, which apply to either Party's business activities in connection with this Agreement.

8.3 Without limiting any provision in this Agreement, Distributor specifically agrees to the following:

8.3.1 **Anti-Corruption/Anti-Bribery.** Distributor represents and warrants to Pall that Distributor is familiar with and shall comply with any/all local, national, and other laws and regulations of any/all jurisdictions globally relating to anti-corruption, anti-bribery, extortion, kickbacks, or similar matters which are applicable to Distributor's business activities in connection with this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997 (collectively, "**Anti-Corruption Laws**").

Distributor further represents and warrants to Pall that Distributor will take no action that will cause Distributor or Pall to violate Anti-Corruption Laws.

It is the intent of Distributor and Pall, and Distributor represents and warrants to Pall, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Distributor or for Pall or which would otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business, or any improper advantage, with respect to any of Distributor's activities related in any way to this Agreement, including without limitation any payment of money or provision of anything of value to any

employee of any current or potential customer in order to secure a sale or other business advantage.

8.3.2 Export Restrictions and Controls. Distributor represents and warrants to Pall that Distributor shall comply with all local, national, and other laws and regulations of all jurisdictions globally relating to export controls and similar matters which are applicable to Distributor's business activities in connection with this Agreement, including, but not limited to, the laws/measures of the United Nations, United States (e.g., the Export Administration Regulations administered by the United States Commerce Department's Bureau of Industry and Security, the International Traffic in Arms Regulations, and the regulations and sanctions administered by the United States Treasury Department's Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively, "**Export Laws**"), and that Distributor will take no action that will cause Distributor or Pall to violate any such laws.

8.3.2.1 Distributor specifically represents and warrants to Pall that it is aware that products and technical data supplied by Pall are subject to Export Law, and that Distributor will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, and/or approvals.

8.3.2.2 Distributor will comply with DFARS 252.7012-**Safeguarding Covered Defense Information and Cyber Incident Reporting**. PALL'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF SECTION 8.3.2.2 IS THAT PALL MAY TERMINATE THE AGREEMENT PURSUANT TO SECTION 14.2.1. DISTRIBUTOR SHALL NOT HAVE ANY OTHER OBLIGATION OR LIABILITY, MONETARY DAMAGES OR OTHERWISE, WITH RESPECT TO SECTION 8.3.2.2, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTION 8.3.2.2 SHALL BE PALL'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SECTION 8.3.2.2.

8.3.2.3 Distributor further represents and warrants to Pall that Distributor will provide Pall with the information necessary for Pall to seek new export authorizations and/or to ensure compliance with Export Laws, that Distributor will inform each of its customers (where the circumstances suggest the customer may be exporting) of applicable restrictions on exports, re-exports, or transfers at the time Distributor resells or otherwise disposes of any product or technical data supplied by Pall to such customer, and that Distributor will maintain controls as appropriate to comply with Export Laws.

- 8.4 **Disclosure by Channel Partner.** Distributor agrees that should it learn or have reason to know of any violation, possible violation, or suspected violation of any law or regulation applicable to Distributor's activities related to this Agreement, including but not limited to Anti-Corruption Laws and Export Laws, Distributor shall, within seven (7) business days, use the Danaher Integrity & Compliance Program Helpline portal, available at www.danaherintegrity.com, to report such matter to Pall. Distributor shall cooperate fully and completely with Pall in connection with any Pall efforts to investigate or review records resulting from such disclosures. Distributor agrees that should it learn or have reason to know of any violation or government investigation into the same, Distributor shall immediately use the Danaher Integrity & Compliance Program Helpline portal,

available at www.danaherintegrity.com, to report such matter to Pall. Distributor shall cooperate fully and completely with Pall in connection with any Pall efforts to investigate or review records resulting from such disclosures.

- 8.5 **Audit Rights.** At Pall's expense, to the extent permitted by applicable laws and regulations, Distributor agrees that Pall shall have reasonable access to Distributor's books and records and shall have the right to audit them once on an annual basis for a reasonable purpose to ensure Distributor's compliance with all laws and regulations applicable to Distributor's activities related to this Agreement, including but not limited to Anti-Corruption Laws and Export Laws, and with the provisions of Section 8 of this Agreement. Distributor represents and warrants that it will keep complete and accurate records of all transactions and expenses related to its business under Section 8 of this Agreement. Such records will include in reasonable detail the purpose of each expense and the receipt and distribution of assets.

8.5.1 Distributor shall cooperate fully and promptly with any compliance investigation Pall may be required to initiate by any governmental agency pursuant to the activities under this Agreement. The negligent party shall be responsible for the costs; in the absence of negligence by either party, the costs to be split equally by the parties.

- 8.6 **Certification and Training.** Distributor shall provide annual certifications of compliance with all laws and regulations applicable to Distributor's activities related to this Agreement in the form provided from time to time as reasonably requested by Pall, including but not limited to Anti-Corruption Laws and Export Laws. Distributor shall participate in Anti-Corruption Laws and Export Laws trainings offered by Pall as Pall may direct from time to time. Distributor also represents and warrants that it has implemented and will continue to maintain a compliance program to provide appropriate training on Anti-Corruption Laws and compliance with applicable laws to its owners, directors, officers, and employees and has and will continue to provide appropriate training to its agents, resellers, representatives, consultants, and any other persons engaged in the performance of this Agreement. Distributor represents and warrants that it will conduct thorough pre-retention due diligence on all agents, sub-distributors or resellers, and any other parties to which it provides discounts or pays commissions or referral, marketing, or other fees related to its business under this Agreement, and that it has no reason to believe that any of its agents, sub-distributors, resellers, representatives, consultants, or any other persons retained or paid by it in connection with this Agreement have or will violate Anti-Corruption Laws and Export Laws.

8.7 **RESERVED NOT USED**

8.8 **RESERVED NOT USED**

9. Confidentiality

- 9.1 **Obligations of Confidentiality.** Each Party agrees to exercise all due care and diligence to keep confidential, and to ensure that the receiving Party's Representatives keep confidential, the Confidential Information. Receiving Party may only disclose Confidential Information only to its Representatives who (i) have a need to know to perform its obligations under this Agreement and (ii) who are bound by obligations of confidentiality at least as strict as those in this Agreement. The receiving Party and its Representatives may only use Confidential Information during the Term and then only to promote and sell

Products for use in the Market in the Territory but subject to any instructions given by the disclosing Party..

- 9.2 **Unauthorized Use of Confidential Information.** If Distributor becomes aware of any suspected or actual unauthorized use or disclosure of the Confidential Information, it shall immediately notify Pall and provide reasonable assistance requested by Pall in relation to any proceedings Pall may take against any person for unauthorized use or disclosure of the Confidential Information.
- 9.3 **Exclusions.** Information shall not be considered confidential, nor subject to this Agreement if it: (i) was rightfully in Distributor's possession prior to the date of disclosure of such information to Distributor, as evidenced by written records; (ii) was in the public domain prior to the disclosure to the Distributor, or becomes part of the public domain except by an unauthorized act of Distributor; (iii) has been disclosed to Distributor by a third party with a right to disclose such information without restriction; or (iv) is developed by or for Distributor independently of disclosure made under this Agreement, as evidenced by written records.
- 9.4 **Legally Compelled Disclosure.** In the event that Distributor is required to disclose the Confidential Information pursuant to applicable law or regulation, or by a court or governmental authority having jurisdiction over Distributor, Distributor shall give prompt notice to Pall (where legally permissible) and cooperate with Pall's efforts to seek protective relief or other remedies.
- 9.5 **Return of Confidential Information.** Upon Pall's request, and in any event upon termination or expiration of this Agreement, any and all documents, computer disks or other media containing or otherwise embodying any Confidential Information shall be returned or destroyed by Distributor. If Distributor is directed by Pall to destroy Confidential Information, Distributor shall certify in writing that it has complied with this obligation by providing Pall with a Certificate of Destruction. The Distributor will not after termination or expiration of this Agreement, use or disclose to any person any of the Confidential Information.
- 9.6 **Injunctive Relief.** The Parties acknowledge that violation by Distributor or Distributor's Representatives of the provisions of this Section 9 may cause irreparable harm to Pall, which may not be adequately compensable by monetary damages. In addition to other relief, it is agreed that Pall shall be entitled to seek injunctive relief from a court of competent jurisdiction to prevent any actual or threatened violation of such provisions without the necessity of showing irreparable harm or posting bond.
- 9.7 **Pre-Existing Distributor Information.** Distributor acknowledges and agrees that any information of a general nature (including inventions, patents, ideas, concepts, copyrights, trademarks, mask works, etc.) owned by Distributor prior to the execution of this Agreement with Pall ("Distributor's Pre-Existing Information") that is delivered by Distributor to Pall or any Pall Affiliate member (including, without limitation, customer lists and customer contact information) under this Agreement is and shall remain the property of Distributor. Notwithstanding the foregoing, however, Distributor hereby grants to Pall, and Pall hereby accepts, a non-exclusive world-wide, royalty-free, sub-licensable right and license to use, copy, install, disclose, perform, market, develop, distribute, display, modify, and create derivative works of the Distributor's Pre-Existing Information insofar as any such Pre-Existing Information or part thereof

may be incorporated in, or used in connection with, or is required for use of, the Products.

10. Intellectual Property

- 10.1 **Disclosure and Assignment of New Intellectual Property.** All New Intellectual Property is the sole and exclusive property of Pall. To the extent that for any reason the New Intellectual Property does not constitute Pall's property, and in any event with respect to all rights relating to the New Intellectual Property, for valuable consideration, receipt of which is hereby acknowledged, Distributor hereby assigns and transfers to Pall and its successors and assigns all right, title, and interest that Distributor may have in and to the New Intellectual Property, together with the right to secure renewals, reissues, or extensions of such New Intellectual Property, which right, title, and interests shall be held to the full end of the term for which such Intellectual Property or any renewal or extension thereof is or may be granted, and the right to sue for any and all past infringements. Distributor must, without compensation from Pall, sign all such documents to vest, ownership in Pall or its nominee throughout the world, any New Intellectual Property.
- 10.2 **Use of New Intellectual Property.** Distributor will only use any New Intellectual Property if and to the extent that Pall grants Distributor a license to use it, for the purpose of and during the term of this Agreement, and in accordance with the terms of such license.
- 10.3 **Trademarks.** Pall hereby grants Distributor a licensed right to use Trademarks in accordance with the terms of **Exhibit D**.
- 10.4 **Copyrights.** Pall grants Distributor the right to use Pall's copyrights in accordance with the terms of Pall's Copyright License Agreement, as listed in **Exhibit H**.

11. Infringement

- 11.1 **Pall Indemnification.** Pall agrees to defend, indemnify and hold harmless the Distributor, its officers, directors, and employees from any and all losses, damages, costs, and expenses (including reasonable attorney's fees) actually suffered by Distributor on account of third party claims alleging that any Products or Trademarks, or Distributor's use or sale of the Products, infringes or misappropriates a third party's intellectual property rights ("Claims"). Distributor agrees to notify Pall promptly of Claims and Pall shall have sole control of the defense or settlement of such Claims. Distributor shall cooperate reasonably with Pall to facilitate the defense or settlement of such claim, at Pall's cost. At all times, Distributor shall have the right to reasonably participate in the defense of any such claim, demand or suit with counsel of its choosing, at Distributor's expense.
- 11.2 If a court of competent jurisdiction enjoins or prohibits Distributor's use or sale of a Product, then, in addition to Pall's obligations under section 11.1 above, Pall, at its expense and in its sole discretion will use reasonable efforts to: (i) procure for the Distributor the right to continue to sell or use such Product, or (ii) replace or modify the Product so that it becomes non-infringing. If such courses of action are not available to Pall despite using reasonable efforts, Pall will accept the return of all infringing Products at the actual amount Distributor paid for all returned Products. In addition, Pall will adjust the Annual Target dollar for dollar for any returns herein.

- 11.3 Notwithstanding the foregoing, Pall shall have no obligation to defend or indemnify Distributor under this Agreement for any Claim: (i) based on Distributor's use of Products in breach of the terms of this Agreement; (ii) that results from Distributor's use of Product in combination with product or equipment not furnished by Pall or intended to be used with the Product; or (iii) that have been modified in any way without Pall's prior written consent.
- 11.4 **Warranties regarding Infringement Claims.** Pall warrants at the time of entering into this Agreement that it has no knowledge of any such Claim or of any present or threatened proceedings in relation to the Trademarks in the Territory. However, Pall does not warrant that no other person claims rights in marks the same as, substantially identical with, or deceptively similar to, the Trademarks.
- 11.5 **Liability.** This Section 11 states the entire liability of Pall with respect to infringement of third party intellectual property rights by (i) the Products or the use of the Trademarks; or (ii) the sale, use or operation of the Products.
- 11.6 **Third Party Infringers.** Distributor must (i) advise Pall if its senior management or personnel involved in the negotiation of the terms of this Agreement become aware of actual infringements of Pall or its Affiliate's intellectual property rights (ii) cooperate reasonably in the conduct of any proceedings to protect Pall or its Affiliate's intellectual property rights, at Palls' expense; and (iii) if the applicable laws permit Distributor to take such proceedings, not do so without the prior written consent of Pall, which shall not be unreasonably withheld. If one Party takes proceedings without the other (in the case of Distributor after having complied with this Section and obtained Pall's written consent to such taking), that Party must bear the costs and be entitled to any damages or settlement monies which result from the proceedings. If, as determined by Pall, the Parties commence proceedings jointly, the costs and benefits will be divided between them equally.

12. Insurance

- 12.1 **Insurance.** Each Party shall maintain, at its sole expense, commercial general liability and aviation products liability with a reputable insurance company with a bodily injury and property damage combined single limit of at least \$10,000,000 per occurrence. Such policy shall (i) include a broad form endorsement naming the Other Party as additional insureds and extending the coverage thereunder to include the contractual liability of the other Party arising by reason of this Agreement, (ii) be primary and non-contributory to any other insurance available to the other Party, and (iii) provide that the insurance company waives all rights of subrogation against the other Party and their respective customers, officers, directors, employees and agents. Each Party shall also carry Statutory Worker's Compensation in state(s) of operation and Employer's Liability in the amount of \$1,000,000. Upon reasonable request, each Party will provide the other Party a certificate of insurance evidencing the insurance coverages required under this Agreement. Upon request, each Party shall provide the requesting Party with a certificate of insurance evidencing the insurance coverage specified in above. Each Party shall provide the other Party with thirty (30) calendar days' advance notice in the event of a cancellation or material change in its insurance policy.

13. Liability

13.1 RESERVED NOT USED.

13.2 Indemnification.

13.2.1. Distributor indemnifies and holds harmless Pall Indemnified Parties against all third-party damages, losses, liabilities, actions, demands or proceedings whatsoever (including reasonable attorney's fees) incurred or suffered by Pall Indemnified Parties as a result of or in connection with (i) taxes imposed in section 7.4; (i) any breach by Distributor of this Agreement; or (ii) any wilful misconduct or negligent acts or omissions of Distributor or any of its officers, employees, or agents, in connection with the distribution sales, including with respect to any Product repair or service work performed directly by the Distributor using the Products hereunder; except if caused by the negligence of Pall, its directors, officers, employees or agents.

13.2.2 Pall indemnifies and holds harmless Distributor and its employees, officers, directors, agents, representatives, successors and permitted assigns, against all third-party damages, losses, liabilities, actions, demands or proceedings whatsoever (including reasonable attorney's fees) incurred or suffered by Distributor as a result of or in connection with distribution sales herein, for (i) any breach by Pall of this Agreement, or (ii) any willful misconduct or negligent acts or omissions of Pall or any of its officers, employees, or agents; and (iii) any alleged defect in the design or manufacture of any Product hereunder; except if caused by the negligence of Distributor, its directors, officers, employees or agents.

13.3 **Consequential and Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, BUSINESS INTERRUPTION LOSSES, LOST PROFITS OR REVENUES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF THE PRODUCTS OR ANY OTHER CAUSE WHATSOEVER.

13.4 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID OR PAYABLE BY DISTRIBUTOR TO PALL FOR THE PRODUCTS SOLD HEREUNDER FOR THE CALENDAR YEAR PRECEDING SUCH CLAIM. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from either Party's negligence or willful misconduct; (ii) Sections 13.2.1 & 13.2.2 (Liability), 11 (Infringement), and (9) Confidentiality; and (iii) death or bodily injury resulting from either Party's acts or omissions.

14. Term and Termination

14.1 **Term.** This Agreement shall be effective for an initial term of three (3) years starting from the Effective Date (the "Initial Term"). The Agreement shall renew

for a period of two (2) years (the “Renewal Term”) following the expiration of the Initial Term unless a Party provides the other with notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term. Upon entering into the Renewal Term, the Agreement shall renew for successive two (2) year periods up to a maximum period of ten (10) years, unless otherwise terminated in accordance with this Agreement (each a “Successive Term”).

14.2 Termination for Cause. A Party may terminate this Agreement immediately by giving written notice to the other Party if:

14.2.1 the other Party commits any Material Breach of this Agreement and fails to remedy that breach within thirty (30) days after receiving written notice of the breach; or

14.2.2 any of the following events happen to the other Party or its holding company or other controlling entity: (i) it enters into voluntary or involuntary liquidation (other than for the purposes of solvent reconstruction or amalgamation with the other Party’s consent); (ii) it ceases to be able to make payment to its creditors, makes or causes to be made an assignment of its assets or business whether in whole or in part for the benefit of its creditors; (iii) a receiver, manager or trustee is appointed to take over, administer or conduct all or a substantial part of its business or property; (iv) an administrator or controller is appointed to it or any of its assets or undertaking; (v) it ceases actively to carry on business; (vi) a resolution is passed or proceedings commenced or any other step is taken for the purpose of initiating any of the above; or (vii) anything similar to the above events occurs under the laws of any jurisdiction applicable to it.

14.3 Termination by Pall. Pall may terminate this Agreement with immediate effect by giving written notice to Distributor if:

14.3.1 there is any Change of Control of Distributor;

14.3.2 **RESERVED NOT USED;**

14.3.3 Distributor ceases to distribute the Products;

14.3.4 Distributor sells products that compete with Products inside the Market and Territory;

14.3.5 A competitor of Pall acquires, directly or indirectly, an equity interest in Distributor;

14.3.6 Pall concludes (in its reasonable discretion) that Distributor has failed to meet its obligations under Section 8, Ethical Business Practices;

14.3.7 Distributor sells Products outside the Market and the Territory;

14.3.8 **RESERVED NOT USED;**

14.3.9 The enactment of law by any government, that restricts Pall's right to terminate and/or elect not to renew this Agreement as herein provided for actual sales by Distributor in the Territory, by making Pall liable to Distributor for compensation and damages upon termination and/or failure to renew this Agreement.

14.4 **Termination without Cause.** Either Party may terminate this Agreement without cause by giving ninety (90) days notice in writing, prior to the expiration of the Renewal Term or each Successive Term.

14.5 **Obligations upon Termination.** Upon termination:

14.5.1 Distributor remains liable to pay for Products ordered but not yet supplied, provided Pall complies with the terms of the Order and this Agreement;

14.5.2 Except as otherwise provide in Section 14.6, Pall is not liable to take back, buy back or otherwise compensate Distributor in respect of inventories of Products that Distributor may hold or have ordered but which have not yet been supplied; unless the Agreement is terminated as a result of Pall's material breach, in which case and at Distributor's sole discretion, Pall shall buy back all inventory at the price Distributor initially paid;

14.5.3 Distributor must provide Pall with full particulars of all unfulfilled orders received by the Distributor in respect of the Products;

14.5.4 Distributor must deliver to Pall or destroy at Pall's election (at Distributor's cost), all copies of information, brochures, advertising materials, and price lists relating to the Products as well as demonstration equipment, systems, and tools which are owned by Pall;

14.5.5 Distributor must remove all signs from Distributor's premises using or incorporating the Trademarks or other intellectual property of Pall.

14.5.6 Other than in respect of inventory Pall does not buy, which Distributor has the unencumbered right to sell at any time after the termination of this Agreement, Distributor must immediately cease (i) using the Pall name and Trademarks, the Confidential Information, the New Intellectual Property and all other intellectual property of Pall or its Affiliates; (ii) holding out Distributor has any association with Pall. Distributor will cease marketing, sale and distribution of Products will cease once all Product in Distributor's inventory is sold.

14.6 **New Distributor.** On termination of this Agreement without cause, in accordance with Section 14.4, Pall has the right to appoint a new distributor immediately, effective on the date of termination of this Agreement. At AAR's discretion, Pall will first deplete AAR inventory (at a price no greater than paid by Distributor) and sell to the new distributor, until AAR inventory is depleted.

15. General Provisions.

15.1 **Entire Agreement; Interpretation.** This Agreement together with all exhibits, schedules and attachments attached to or referenced in this Agreement contains

the entire understanding between the Parties and supersedes any previous agreements, discussions or representations between the Parties relating to the subject matter of this Agreement.

- 15.2 **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not to be unreasonably withheld, conditioned, or delayed. Assignments and delegations prohibited by this Section include, without limitation, the voluntary transfer of rights, the transfer of rights by operation of law, and the transfer of rights by merger, consolidation, or Change in Control. Any attempted or purported assignment or delegation in violation of this Section will be void and shall entitle the other Party to terminate this Agreement.
- 15.3 **Successors and Assigns.** This Agreement shall be binding upon and shall and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 15.4 **RESERVED NOT USED**
- 15.5 **Amendment.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party.
- 15.6 **No Waiver.** No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission or course of dealing between the Parties.
- 15.7 **Further Actions.** Except as expressly set forth herein, the Parties agree to provide such information, execute and deliver such instruments and documents and to take such other action as may be necessary or reasonably requested by the other Party in order to give full effect to this Agreement and to carry out the intent of this Agreement and the Parties' obligations hereunder.
- 15.8 **Expenses.** Except as expressly set forth herein, each Party shall pay all of its own fees and expenses (including, without limitation, all legal, accounting and other advisory fees) incurred in connection with the negotiation, execution and performance of this Agreement.
- 15.9 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 15.10 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.11 **No Third Party Beneficiaries.** This Agreement 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 shall confer upon any other

person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- 15.12 **Force Majeure.** Neither Party shall 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 due to a Force Majeure Event. The Party whose performance is affected by such Force Majeure Event shall promptly notify the other in writing of the Force Majeure Event and how long it anticipates the circumstances to continue and takes all reasonable steps to avoid further delay and to proceed with the due performance of its obligations hereunder. Notwithstanding the foregoing, if a Force Majeure Event continues for more than one-hundred eighty (180) days, Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party.
- 15.13 **EEO.** As applicable pursuant to any of Distributor's activities under this Agreement, **Distributor and any of its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).**
- a. **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
- b. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 15.14 **Survival.** All provisions of this Agreement setting forth representations or warranties by either Party, providing for indemnification or limitation of, or protection against liability of either Party, setting out confidentiality or intellectual property obligations, all obligations which accrued prior to termination, the general provisions herein, together with those sections the survival of which is necessary for the interpretation or enforcement of this Agreement, shall survive the termination, cancellation or expiration of this Agreement.
- 15.15 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed given (i) if mailed by certified mail, return receipt requested, three business days after dispatch; (ii) if delivered to a recognized overnight express mail service or carrier for next day delivery, on the first business day after dispatch; or (iii) if delivered on a business day by personal delivery, on the same day as delivered, otherwise on the next business day; in each case, addressed as follows (or to such other address as either Party may notify the other Party in writing):

if to Pall, to:

Pall Corporation
25 Harbor Park Drive
Port Washington, New York 11050
Attention: Legal Department

if to Distributor to: AAR Corporation
1100 North Wood Dale Road
Wood Dale, Illinois 60191
Attention: Legal Department

- 15.16 **Remedies Cumulative.** Except to the extent expressly provided to the contrary in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
- 15.17 **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision. THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN CONNECTION WITH THIS AGREEMENT AND ANY PURCHASE OF THE PRODUCTS SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION FOR THE INTERNATIONAL SALE OF GOODS.
- 15.18 **Submission to Jurisdiction.** Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
- 15.19 **Dispute Resolution.** The Parties hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.
- 15.20 **Waiver of Jury Trial.** Each Party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this agreement.
- 15.21 **Joint Drafting.** This Agreement is the result of joint drafting and negotiation between the Parties and their respective counsel. This Agreement will be interpreted fairly in accordance with its terms and conditions without construction against the Party that has or has been alleged to have been responsible for its drafting. Distributor shall not be excused from any liability on the grounds of misinterpretation of any matter relating to the conditions, specifications or requirements specified in this Agreement or the terms and conditions hereof.
- 15.22 **Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" is deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof,"

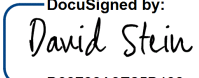
"hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

- 15.23 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement.
- 15.24 **Electronic Signature.** This Agreement may be executed by electronic signature, or by scanned signature transmitted by email or facsimile, each of which shall be deemed an original and shall be effective as a manually executed counterpart of this Agreement.
- 15.25 **Representations.** Each Party shall, and hereby does, represent and warrant to the other Party that it is authorized to enter into this Agreement and that in doing so it is not in violation of any law or any contract or other agreement to which it may be a party.
- 15.26 **Independent Contractor.** The relationship created by this Agreement is that of independent contractor and neither Party nor any of its owners, directors, employees, representatives, or agents is authorized to hold itself out as an employee or agent of the other Party, appoint others as partners, distributors, resellers or agents of the other Party, enter into contracts or commitments in the name of the other Party, or bind or otherwise obligate the other Party in any manner. Nothing contained in this Agreement is intended to create, nor does it create, a joint venture or partnership, or other relationship between Distributor and Pall other than that of independent contractor.

[Signature Page Follows]

By signing below, each Party acknowledges that it has carefully read and fully understood this Agreement, and each agrees to be bound by the terms of this Agreement.

PALL CORPORATION

By: 
 DocuSigned by: David Stein
D09799A9E25B408...

Name: David Stein

Title: VP/GM, Aerospace

Date: 11-Sep-23 | 15:56 EDT

AAR Supply Chain, Inc.

By:  _____

Name: Frank Landrio

Title: SVP Distribution

Date: September 7 2023

EXHIBIT A

Market(s)

- 1.1 Aerospace Military Aftermarket, which shall mean the market for military aircraft maintenance and spare parts to foreign governments, excluding sales to the Original Equipment Manufacturer (OEM) for use in the initial production of aircraft.

EXHIBIT B

Products

Parties shall meet every 90 days to discuss the number of Products included in Exhibit B. In addition the Buyer shall reasonably inform the Seller of information it becomes aware of with respect to the following: (i) actual and potential requirements of customers and potential customers; (ii) current information and data on the general economic situation in the Territory; and (iii) the conditions of the potential market for the Products which may affect sales of the Products.

EXHIBIT C

Territory

Global; excluding South Korea; the United States Government (including Foreign Military Sales); Japan; Sanctioned and Embargoed countries, including but not limited to Military End Use countries (Belarus, Burma, Cambodia, China, the Russian Federation, Venezuela)

EXHIBIT D

Trademark License Agreement

The Parties agree to the following provisions of this Exhibit D ("Trademark License Agreement").

1. Trademarks and Purpose. Pall is the owner of a number of trademarks including [LIST other Marks of interest here] ("Trademarks"); COMPANY wishes to utilize the Trademarks for the purpose of performing its obligations under the Agreement, in the Territory and Market ("Purpose").

2. License. Pall grants to COMPANY a limited license to use the Trademarks in its promotional efforts solely for the Purpose. This license is revocable at will by Pall at Pall's sole discretion.

3. Ownership. The Parties agree that the Trademarks are registered trademarks owned solely and exclusively by Pall. COMPANY acknowledges the value of the goodwill associated with the Trademarks and that any goodwill from COMPANY's use of the Trademarks exclusively inures to the benefit of and belongs to Pall.

4. Rights. COMPANY has no rights of any kind in the Trademarks, except to the extent granted by this license. COMPANY agrees that this license does not grant any rights with respect to any other Pall intellectual property. COMPANY will not do anything inconsistent with Pall's ownership of the Trademarks, such as filing any trademark application anywhere in the world, now or in the future. COMPANY will not use the Trademarks in any manner that suggests Pall's endorsement or recommendation of anything that is unlawful or encourages unlawful conduct. COMPANY will not alter the appearance of the Trademarks in any manner.

5. Warranties. Trademarks are provided to COMPANY on an "AS IS" basis. Pall makes no warranties whatsoever regarding the Trademarks, such as non-infringement.

6. Designation. COMPANY shall conspicuously designate the Trademarks as the trademark property of Pall. COMPANY shall also place a notice that other persons may not use the Trademarks in any manner.

7. Advanced Copy. COMPANY shall provide Pall with an advanced copy of all proposed uses of the Trademarks. COMPANY shall comply with Pall requests to modify the use of the Trademarks.

8. Indemnification. COMPANY shall at all times during the term of the Agreement and thereafter, indemnify, defend and hold harmless Pall against any and all third party claims (whether in tort, breach of contract, warranty or otherwise), actions, damages, liabilities, or loss whatsoever (including all legal costs and expenses on a full indemnity basis) arising out of, resulting from, or related to, COMPANY's breach of the terms of this Trademark License Agreement

EXHIBIT E

Modified Pall's Terms and Conditions of Sale and Service

Between

PALL & AAR

1. Applicability: Entire Agreement:

1.1.. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to the Agreement, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "**Basic Purchase Order Terms**"), and on no other terms.

1.2. Reserved,

1.3. Notwithstanding anything herein to the contrary, the Agreement, signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said Agreement shall prevail to the extent they are inconsistent with Exhibit E.

2. Non-delivery:

2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in **Section 4**) is a presumption of the quantity received by Buyer on delivery unless Buyer can provide reasonable evidence proving the contrary.

2.2 Seller shall not be liable for any non-delivery of Goods unless Buyer gives email notice to Seller of the non-delivery within 10 business days of the date when the Goods would in the ordinary course of events have been received.

2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use. Buyer may cancel any late orders to the extent that the late delivery directly causes the Buyer to lose the sale.

3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date, if Seller provides reasonable notice to the Buyer and the Buyer's cost (including all shipping and or other costs) remains the same. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.

3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "**Seller's Shipment Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.

3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations (after reasonable request by Seller): (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all direct, reasonable, related costs and expenses incurred by the Seller (including, without limitation, storage and insurance).

4. Shipping Terms: Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. Title and Risk of Loss: Title and risk of loss passes to Buyer pursuant to the applicable INCOTERMS of the Order, or (ii) upon the delivery of the Goods at the Seller's Shipment Point if it's a deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

6.1 Buyer shall inspect the Goods within 10 business days of receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and later furnishes such written evidence or other documentation as reasonably required by Seller. Such notification shall identify each and every known alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods.

6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall replace such nonconforming Goods with conforming Goods, or (ii) at Buyer's option, credit the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the nonconforming Goods to Seller's Shipment Point at Seller's cost. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Seller's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.

6.3 Buyer acknowledges and agrees that the remedies set forth in **Section 6.2** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as otherwise provided, Buyer has no right to return Goods purchased under this Agreement to Seller unless authorized by Pall.

6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. RESERVED NOT USED

8. Purchase Price: The price for the Goods and/or Services thereof shall be Seller's quoted price (the "**Purchase Price**"). The Purchase Price is based on the Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work on the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement

shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. Taxes: The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer for the goods herein. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.

10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

10.3 All sales are subject to the approval of Seller's credit department, which approval shall not be unreasonably withheld and shall be in accordance with reasonable business practices..

10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10.5 Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only by agreement of the parties. i) upon Buyer's prior written notice to Seller, and Seller's written acknowledgment of the notice; and (ii) upon terms satisfactory to Seller. Buyer shall pay to Seller all fees, charges and/or costs that Seller assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twenty-four (24) months from the date of delivery of the Goods, (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "**Limited Warranty**"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with a reasonable opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole

discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods, or issue credits for, such defective Goods. If Seller reasonably determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges, only by mutual agreement, for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "**Limited Warranty for Services**"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "**Service Warranty Period**"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. If Pall provides written notice of specific Third Party Product that is not covered by the warranty in **Section 11.1, it shall not be bound by the terms of Section 11.1 for that Third Party Product.** For the avoidance of doubt, and under all circumstances, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** With respect to any Third Party Product of which Pall provides notice hereunder, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller.

11.5 Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. RESERVED NOT USED

13. Cancellation: Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.

14 RESERVED NOT USED

15. Changes: Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

16. RESERVED NOT USED

17. RESERVED NOT USED

18. Export: Both Parties agree to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations, licenses, and permits (collectively, "Authorizations") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.

19. RESERVED NOT USED

20. RESERVED NOT USED

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EXHIBIT F
Annual Target

A. Calendar Year 2023 (execution of Agreement through December 31, 2023) :

1. \$3,000,000 initial stock provisioning orders upon the execution of this Agreement.
2. \$500,000 in additional orders before December 31, 2023.

B. Calendar Year 2024 (January 1, 2024 through December 31, 2024):

1. \$2,600,000 orders for US
2. \$2,650,000 orders for UK (excluding PA120)
3. \$750,000 orders for APAC

C. Calendar Year 2025 (January 1, 2025 Through December 31, 2025) and 2026 Annual Targets:

1. The Parties agree to meet and mutually agree on Annual Targets for Calendar Year 2025 during Q3 of 2024.
2. The Parties agree to meet and mutually agree on Annual Targets for 2026 during Q3 of 2025.

Key Performance Indicators (KPIs)

KPI's: AAR will provide Pall with the following information, within five business days after the beginning of each month or quarter as indicated.

1. AAR POS (Point of Sales) details – Orders and Shipments by Region (monthly)
2. Monthly Orders to Pall forecast by region (monthly)
3. Inventory (monthly)
4. AAR Quotes to customers (monthly)
5. Win/Loss Analysis (quarterly)

Exhibit G

RESERVED NOT USED

Exhibit H

Copyright Agreement

The Parties agree to the following provisions of this Exhibit H ("Copyright Agreement").

1. Purpose. Pall is the sole and exclusive owner and copyright holder of **[INSERT DESCRIPTION OF THE WORK]** ("Work"); COMPANY wishes to use or incorporate the Work for **[INSERT PURPOSE;** (the "Purpose"); and Pall agrees to allow COMPANY to use the Work for said Purpose.

2. License. Pall grants to COMPANY a non-exclusive, royalty-free license to reproduce, publish, distribute, transmit, and publicly display copies of, and otherwise use the Work, in whole or in part, alone or in compilations, in all formats and media (including electronic, digital and online) and by any method, device, or process, for the Purpose. COMPANY may not alter or modify the Work, nor may COMPANY create derivative works from the Work, without the express written approval of Pall.

3. Title to Intellectual Property. Pall shall retain all right, title and interest in and to the Work, including without limitation, copyrights, trademarks and any other rights and interests. This Copyright Agreement does not convey to COMPANY any right, title or interest in the Work, nor any portion thereof, but only constitutes a license to use the Work as specified herein.

4. Copyright Acknowledgement. The Work shall be marked and/or designated as the copyrighted property of Pall by COMPANY. Full credit and acknowledgement of the original source of the Work and the following copyright statement are required as follows:

"Work" (or Graph) courtesy of **[PALL ENTITY]**. Copyright **[PALL ENTITY]** 20**[]**

5. Warranties. Pall represents and warrants that it is the owner and copyright holder of the Work and that it has the right, title, interest and authority to enter into this Copyright Agreement and that, to the best of its knowledge, the rights granted hereunder do not violate the rights of any third-party. In no event will Pall be liable for any special, incidental or consequential damages resulting from the use of distribution of the Work. The Work is provided to COMPANY on an "AS IS" basis. COMPANY represents and warrants that its conduct hereunder shall conform to all applicable federal, state and local laws and regulations.

6. Confidentiality. To the extent that Work is identified by Pall as its Confidential Information, COMPANY shall maintain the Work in confidence pursuant to Section 9 of the Agreement.

7. Indemnification. COMPANY shall at all times during the term of this Copyright Agreement and thereafter, indemnify, defend and hold harmless Pall against any and all third party claims (whether in tort, breach of contract, warranty or otherwise), actions, damages, liabilities, or loss whatsoever (including all legal costs and expenses on a full indemnity basis) arising out of, resulting from, or related to, COMPANY's breach of the terms of this Copyright Agreement.

8. Publicity. Neither party may make announcements concerning this Copyright Agreement without the prior written approval of the other party.