



Merit Medical Singapore Pte Ltd
198 Yishun Avenue 7
768926
Singapore

Supplier: ELCAM MEDICAL, INC.
Elcam Medical ACAL
KIBBUTZ BAR-AM
ISRAEL, 13860
Israel

Purchase Order

PO # 1827000737 Revision: 0 Page 1 of 2

This purchase order number must appear on all invoices, packing lists, cartons and correspondence related to this order.

Ship To: 198 Yishun Avenue 7
, 768926
Singapore

Bill To: 198 Yishun Avenue 7
, 768926
Singapore

Customer No.		Supplier No. 16642	Date of order/Buyer 08-FEB-22 Woo, Wai Meng		Revised Date/Buyer Woo, Wai Meng			
Payment terms Net 45			Ship Via OCEAN FREIGHT		F.O.B. Shipping Point			
Freight terms Collect			Requestor/Deliver To Woo, Wai Meng		Confirm To/Telephone Adler, Y(97) 266988120			
Line	Part Number and Description		Delivery Date	Quantity	UOM	Unit Price	Amount	Tax
1	091034-000-095 Item:005 PPS: 005 Your #: 563448 Stopcock.4-Way.360°.Red.45 psi (Your Quotation#:95)		25-MAY-22	71,250	Each	0.1240	8,835.00	N
2	091034-000-081 Item:002 PPS: 002 Your #: 530105 Vent Male (Your Quotation#:95)		25-MAY-22	168,000	Each	0.0100	1,680.00	N

All prices and amounts on this order are expressed in: US dollar Total: 10,515.00 USD

Terms and Conditions of Purchase Order

The terms and conditions of this Purchase Order are governed exclusively by Merit Medical's standard Purchase Order Terms and Conditions (the "Terms and Conditions"). In the event that Seller does not possess a copy of the Terms and Conditions, Seller may make a written request to Merit for a copy thereof. No prices or other terms and conditions from any agreements other than the Terms and Conditions shall be binding unless made in writing, specifically stating that it is a modification of the Terms and Conditions, signed by Merit's authorized representative. Acceptance of this purchase order by delivery or otherwise will constitute an agreement to the Terms and Conditions and the specifications, including delivery and price terms, set forth in the Purchase Order.

Global Terms and Conditions

1. **EXCLUSIVE TERMS AND CONDITIONS; ACCEPTANCE; MODIFICATION.** No prices or other terms and conditions other than those stated herein and no agreement of understanding, oral or written, in any way purporting to modify these prices, terms, and conditions shall be binding on Purchaser unless hereafter made in writing, specifically stating that it is a modification of these terms, conditions and provisions set forth herein, conditional Vendor's acceptance of Purchaser's order, and this acceptance is expressly made conditional on Seller's assent to these conditions as the only conditions for this sale. Provision of products sold hereunder by Vendor to Purchaser shall constitute assent to all conditions and provisions contained in this form, and Purchaser hereby objects to and rejects any and all additional or different terms proposed by Vendor, whether contained in Vendor's invoice or elsewhere. All proposals, negotiations, and representations, if any, made prior and with reference hereto are superseded hereby. Merit is, and shall be, the sole and exclusive owner of all right, title and interest in and to any technology, modification, deliverable (including any equipment or products), work of authorship, or invention that is developed, conceived, or made by Supplier in the performance of services or the supply of products under this [PO] that is (i) related to Merit's products or technology, (ii) designed or made exclusively for Merit, or (iii) based exclusively on Merit's specifications. Supplier hereby grants to Merit a limited, irrevocable, perpetual, fully paid-up, royalty-free license to use, make, sell, and otherwise exploit any of Supplier's pre-existing intellectual property rights to the extent necessary for Merit's use or sale of the services or deliverables provided under this [PO].
2. **APPLICABLE LAW.** This Purchase Order shall be governed and interpreted according to the laws of the State of Utah, without giving effect to any conflict of laws provisions. Each party hereby expressly submits themselves to the exclusive, personal jurisdiction of the federal and state courts situated in Salt Lake City, Utah with respect to any and all claims, demands and/or causes of action asserted or filed by any party in any way relating to, or arising out of, this Purchase Order.
3. **DEFAULT TERMINATION.** Purchaser may terminate the Purchase Order in whole or in part by written, facsimiled, or telegraphed notice
 - a. If the Vendor shall become insolvent or make a general assignment for the benefit of creditors;
 - b. If a petition under the Bankruptcy Act is filed by or against Vendor,
 - c. If Vendor fails to make delivery of the supplies or perform the services within the time specified herein or any extension thereof; or
 - d. If the Vendor fails to perform any other provision of this Agreement or the Purchase Order or provides nonconforming goods.
4. **WARRANTY.** Vendor expressly warrants that all goods and work covered by the Purchase Order will conform to the drawings, specifications, samples, or other description furnished by the Purchaser and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defect, and shall comply with all laws and regulations of Federal and State governments. This warranty shall run to the Purchaser, its successors, assigns, customers, and users of its product.
5. **INDEMNITY.** Vendor agrees to indemnify and save Purchaser harmless from and against any and all claims, demands, actions and causes of action which are hereafter made or brought against Purchaser by any person for the recovery of damages for injury, illness and/or death, or damage to property including the loss of use thereof, which is caused or alleged to have been caused by the existence, handling, use, consumption or sale of Vendor's products, equipment or services shipped, delivered or performed by Vendor to or for Purchaser, including, without limitation, any judgment rendered against Purchaser in any such action and the reasonable attorneys' fees and costs incurred by or on behalf of Purchaser in connection with any such action.
6. **ASSIGNMENT.** Vendor shall not assign the Purchase Order, in whole or in part, nor any sum due hereunder, without the written consent of Purchaser. The giving of such consent shall not relieve Vendor of any obligation imposed by the terms and conditions hereof.
7. **TIME OF ESSENCE.** Time of delivery is of the essence of this Purchase Order, and Purchaser reserves the right to cancel all or any part of the Purchase Order without penalty or any kind or payment of cancellation charges, if not delivered in a condition satisfactory to Purchaser within the time specified.
8. **ACCEPTANCE.** Acceptance of this Purchase Order, or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery, and price.
9. **VENDOR CHANGES.** Vendor agrees that no changes in materials or processes will be implemented without first notifying Merit via email at material.change@merit.com. Notification must be received at least six (6) months before implementation.
10. **PACKING SLIPS.** Packing slips must accompany all shipments and must include Purchaser's part number and Purchase Order number.
11. **INSPECTION OF GOODS.** Purchaser may inspect the goods within a reasonable time after delivery. If nonconforming goods are provided to Purchaser, Purchaser may either return the nonconforming goods to Vendor at Vendor's risk and expense or terminate the Purchase Order as a default. Payment shall not constitute acceptance of the goods or waiver of Purchaser's right to inspect. Nor shall payment impair any of Purchaser's right under the Uniform Commercial Code or otherwise.
12. **NONCONFORMING GOODS.** Goods not in accordance with stated specifications will be rejected and held at Vendor's risk awaiting disposal. Vendor must pay freight on all rejected material.
13. **CONTINGENCY.** In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, government action, or any cause beyond our control, we shall have the option of canceling undelivered orders in whole or part without penalty of any kind or payment of cancellation charges.
14. **BACK ORDERS.** Vendor shall pay the freight on all back orders if less than a minimum freight shipment.
15. **AFFIRMATIVE ACTION.** The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.
16. Vendor agrees to abide by Merit Medical's Code of Conduct for Suppliers, available at <https://www.merit.com/compliance/code-of-conduct-for-suppliers/>. Vendor further agrees to Merit's right to audit the vendor for compliance to Merit's Code of Conduct for Suppliers upon prior written notice of not less than 30 days.
17. **Conflict Minerals.** Vendor agrees to: (1) familiarize itself with the US and European Union's conflict minerals laws and regulations, implement policies that are consistent with this policy, and require their direct and indirect suppliers to do the same; (2) implement procedures to trace conflict minerals at least to the smelter or refiner level, working with its direct and indirect suppliers as applicable, and to provide Merit with proper verification of the country of origin and source of the materials used in the products they supply to Merit; (3) where reasonably possible, source conflict minerals from smelters and refiners validated as conflict free, and require their direct and indirect suppliers to do the same; and (4) upon Merit's request, provide Merit with written certifications and other information concerning the origin of conflict minerals included in products and components supplied to Merit, and require their direct and indirect suppliers to do the same. See: <https://www.merit.com/compliance/conflict-minerals-policy/>
18. Vendor agrees to disclose its ownership status as Minority, Women, or Veteran Business Enterprise (MWVBE), if applicable.