

TERMS AND CONDITIONS OF PURCHASE

1. AGREEMENT. These Terms and Conditions of Purchase, together with any standing order or other purchase order (each, a "Purchase Order") submitted hereunder (collectively, the "Agreement"), constitute the entire agreement between Mar Cor Purification, Inc. ("Mar Cor") and you ("Supplier") and supersede all other agreements and understandings, whether written or oral, between Mar Cor and Supplier with respect to the subject matter hereof. Mar Cor's acceptance of any offer by Supplier is expressly made conditional upon Supplier's assent to all of the terms and conditions hereof, and Supplier agrees that none of the terms in Supplier's offer that are additional to or different from the terms hereof will apply. Acceptance of Mar Cor's offer to buy contained in any Purchase Order is expressly limited to the terms of this Agreement and no other terms will apply. Mar Cor hereby gives notification of objection to the inclusion of any different or additional terms proposed in Supplier's acceptance of any Purchase Order, and if such terms are included in Supplier's acceptance, Supplier agrees that a contract of sale will nevertheless result upon only the terms stated herein. These Terms and Conditions of Purchase may be updated or amended from time to time by Mar Cor, a copy of which will be available for review at www.mcpcor.com/purchaset&cs.pdf. THIS AGREEMENT WILL APPLY UNLESS SUPPLIER HAS A SEPARATE WRITTEN AGREEMENT WITH MAR COR THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. CHANGES. Mar Cor may at any time make changes to designs, drawings, specifications, method of shipment, or time or place of delivery, as well as to quality, quantity or scope or schedule of services. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this Agreement, an equitable adjustment will be made in the contract price, or delivery date or schedule, or both. No change order will be binding on Mar Cor unless issued by an authorized Mar Cor purchasing agent. Supplier is not permitted to deviate from Mar Cor's specification or make changes to its process for making the goods covered by this Agreement (the "Product(s)") without prior written approval from an authorized Mar Cor purchasing agent. For the avoidance of doubt, Supplier is not permitted to outsource the manufacturing or assembly process of any of the Products without prior written approval from Mar Cor. Any Supplier claim for adjustment under this clause will be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

3. GOVERNING LAW. This Agreement will be exclusively governed by and interpreted in accordance with the substantive laws (and not the laws of conflicts) of the State of Minnesota.

4. DELIVERY AND INSPECTION. Time is of the essence in the performance of any Purchase Order. Mar Cor may accept or return Products received after their required delivery date without waiving Mar Cor's right to return subsequent shipments delivered after the required delivery date. Each shipment of Products must include a packing list with the following information: purchase order number, manufacturer's part number, manufacturer's lot number and respective quantity per lot, Mar Cor's part number, number of cartons in shipment, quantity of Products per carton and total quantity of Products. All Products will be received subject to Mar Cor's right of inspection and rejection at any time after receipt. Any Products returned to Supplier because of a nonconformity will be returned at Supplier's expense. Acknowledgment of receipt will not constitute acceptance, and payment prior to inspection will not constitute waiver of any rights hereunder. Mar Cor will have thirty (30) days from receipt to inspect Products; provided, however, that Mar Cor does not waive any rights it has to, at any time, reject or revoke acceptance of Products not conforming to the warranty provisions set forth in this Agreement. Mar Cor and its customers reserve the right to perform onsite inspections, testing and quality audits of Supplier's facility and/or manufacturer's facility in conformance with regulatory requirements or as otherwise deemed necessary by Mar Cor and/or its customers in order to assess work quality, conformance with Mar Cor's specifications, and conformance with Supplier's representations, warranties, certifications and covenants under this Agreement. Supplier will maintain an inspection and testing system for the same that is acceptable to Mar Cor and will keep records of all inspection and testing data, with respect to Products and samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Mar Cor in writing, Supplier will deliver to Mar Cor a certificate of analysis or a certificate of compliance to specifications approved by Mar Cor with respect to each Product lot shipped. Supplier will ensure safe and sound delivery of the Products. Supplier will suitably pack, mark and ship all Products in adequate protective packaging and in accordance with any reasonable instructions from Mar Cor and the requirements of common carriers. Supplier will be liable, and will promptly reimburse Mar Cor, for the amount of any loss or damage due to acts or omissions of Supplier's personnel, its affiliates and contractors while on Mar Cor's premises in connection with Supplier's performance of this Agreement. Supplier will maintain levels of insurance customary in the industry and adequate to insure against customary risks.

5. QUALITY. Supplier will not make any changes to any Product or service (including, but not limited to, any changes to the manufacturing site, manufacturing process, labeling, raw materials or proportions of raw materials used in Products) delivered to Mar Cor under this Agreement unless Supplier notifies Mar Cor in writing of the change at least one hundred eighty (180) days before its implementation and Mar Cor agrees to such change in writing. Supplier will be liable for all losses and damages that Mar Cor may suffer if Supplier does not comply with the requirements of the preceding sentence. At Mar Cor's request, Supplier will provide samples of Product produced with the proposed change to test in Mar Cor's manufacturing process. In addition, Supplier will participate and aid in programs implemented by Mar Cor with respect to quality in manufacturing and delivery of Products and services, including, but not limited to, Mar Cor's supplier corrective action response process.

6. COMPLIANCE WITH THE LAWS. Supplier represents, warrants, certifies and covenants that it will comply with all applicable federal, state/provincial and local laws, rules, regulations and orders in performing its obligations under this Agreement, including those relating to slavery and human trafficking. Supplier represents and warrants that the Products and/or services purchased hereunder were not manufactured or delivered, and are not being sold, priced or performed, in violation of any applicable law, rule or regulation.

7. INDEMNIFICATION. Supplier agrees to defend, indemnify and hold Mar Cor (and its affiliates) harmless with respect to all claims, liabilities, damages or expenses (including, without limitation, legal fees and expenses) incurred that relate to or are caused by Supplier's performance or nonperformance of its duties under this Agreement, including, without limitation, any: (a) actual or alleged patent, copyright or trademark infringement arising out of the purchase, sale or use of the Products or provision of services covered by this Agreement; (b) actual or alleged defects in such Products or services; (c) actual or alleged breach of warranty; or (d) failure of Supplier to deliver the Products or services on a timely basis. This clause will not be construed to preclude or limit any other rights or remedies available to Mar Cor.

8. CONFIDENTIAL INFORMATION. Supplier agrees that all information furnished to Supplier by Mar Cor is proprietary to Mar Cor and such information will be held in confidence and may not be used or disclosed by Supplier without Mar Cor's prior written consent, except for the fulfillment of any Purchase Order. This clause will survive the expiration or termination of this Agreement.

9. TAXES; LIENS. Except for state sales and/or use tax, if applicable, the price of each Product covered by this Supply Agreement includes all applicable taxes and other such fees. All Products to be delivered by Supplier hereunder must be free and clear of any and all liens and encumbrances whatsoever.

10. TERMINATION. Mar Cor may terminate this Agreement, or any part thereof, by written notice to Supplier, if Supplier defaults for any reason, including, without limitation, the following events of default: (a) Supplier's failure to timely deliver any installment or to otherwise perform within the time specified; (b) any material adverse change involving Supplier that Mar Cor in good faith believes may impair the likelihood that Mar Cor will receive timely and full performance of any order where Supplier does not provide adequate written assurances within ten (10) days of Mar Cor's written request for such assurances; or (c) Supplier's insolvency, assignment for the benefit of creditors, or subjection to proceedings under any law relating to bankruptcy, insolvency, dissolution or the relief of debtors. Mar Cor's rights under this clause are in addition to all other rights and remedies available to Mar Cor at law or equity upon Supplier's default.

11. MOST FAVORED NATION. Supplier guarantees that the price charged to Mar Cor hereunder is the lowest price given to other customers for the purchase of similar quantities of the Product(s) purchased by Mar Cor. If Supplier offers a lower price to another customer for similar quantities of the same Product(s) within sixty (60) days of the date of any purchase of such Product(s) hereunder, the price charged to Mar Cor will be automatically amended to the lower price.

12. WAIVER; VALIDITY. A waiver by Mar Cor of any breach of this Agreement will not constitute a waiver by Mar Cor of any similar or other breach. If any provision in this Agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

13. WARRANTY. In addition to all warranties implied by law and any express warranties provided by Supplier, Supplier warrants that all Products and all services performed in connection with this Agreement (a) will conform to all drawings, samples or other descriptions furnished or specified by Mar Cor or Supplier, (b) will strictly conform to the specifications furnished, specified or approved by Mar Cor, (c) will be merchantable and fit for their intended purpose, and (d) will be of high quality and free from defects in design, material and workmanship. All warranties will survive acceptance and payment.

14. SET-OFF. Upon notice to Supplier, Mar Cor may deduct damages for breach of warranty or any other provision of this Agreement from the amount shown due Supplier on any invoice, whether or not the deduction and invoice are related to the same sale or series of sales.

15. COMPLIANCE WITH GOVERNMENT CONTRACT REQUIREMENTS. Supplier agrees to comply with all statutory, regulatory, and contractual requirements to the extent applicable to Supplier pursuant to Mar Cor's status as a prime contractor or subcontractor to the Federal Government, including providing all required written certifications, representations, and disclosures, unless Mar Cor agrees that Supplier is exempt. To the extent applicable, Supplier specifically agrees that it will comply with 29 CFR Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54.

Supplier will also comply with all Government requirements for Government subcontracts, as applicable, including the following:

Title 48, Code of Federal Regulations (C.F.R.): Section 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); Section 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr. 2014); Section 52.219-8, Utilization of Small Business Concerns (Oct. 2014); Section 52.222-26, Equal Opportunity (Mar. 2007); Section 52.222-35, Equal Opportunity for Veterans (Jul. 2014); Section 52.222-36, Equal Opportunity for Workers with Disabilities (Jul. 2014); Section 52.222-37, Employment Reports on Veterans (Jul. 2014); Section 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010); Section 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (May 2014); Section 52.227-1, Authorization and Consent (Dec. 2007); Section 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007); and Section 52.228-5, Insurance – Work on a Government Installation (Jan. 1997).

Supplier represents that all articles, materials, and supplies to be acquired by Mar Cor under this Agreement (an "End Product") are either (i) U.S.-made or domestic end products (Buy American Act) **or** (ii) U.S.-made or designated country end products (Trade Agreements Act), as applicable and as such terms are defined by 48 C.F.R. §25.003. Supplier will notify Mar Cor in writing at least 60 days before delivery if any End Product is **not** a U.S.-made or domestic or designated country end product, as applicable, or if there is any change in the country of origin for such End Product. In the event that the End Product is non-compliant with the applicable foreign acquisition requirements, Mar Cor may, in its sole and absolute discretion, immediately terminate this Agreement, in whole or in part, without deference to any cure or notice provisions otherwise included in this Agreement.

In connection with this Agreement, the full set of obligations, commitments, and other language in the equal opportunity clause for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA)-protected veterans set forth in 41 C.F.R. § 60–300.5(a) and in the equal opportunity clause for workers with disabilities set forth in 41 C.F.R. § 60–741.5(a) are incorporated by reference.

For purposes of the following language, "contractor" shall mean "Mar Cor" and "subcontractor" shall mean "Supplier."

This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(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, protected veteran status or disability.

16. COMPLIANCE WITH POLICIES AND CODES. Supplier hereby agrees to comply with all of the supplier expectations set forth in the Cantel Medical Corp. Conflict Minerals Policy Statement and Vendor Code of Conduct, as amended from time to time, available at: <http://www.cantelmedical.com/>.

17. AUDITS. Until the expiration of four (4) years after the furnishing of services under this Agreement and in accordance with the provisions of Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. §1395x(v)(1)(I)), Supplier will make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States (the "Comptroller General"), or any of their duly authorized representatives, upon request, this Agreement, and the books, documents, and records of Supplier that are necessary to certify the nature and extent of the costs of the services furnished in connection with this Agreement. Supplier further agrees that if it carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of

four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available to the Secretary, the Comptroller General, or any of their duly authorized representatives, upon request, the subcontract, and the books, documents, and records of such subcontractor that are necessary to verify the nature and extent of the costs of the services furnished in connection with such subcontract.

18. FEDERAL PROGRAM PARTICIPATION. Supplier represents and warrants that neither it nor any of its current directors, principals, officers, or key personnel: (a) are currently excluded, debarred, suspended, proposed for debarment or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "**Federal Healthcare Programs**"); (b) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (c) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Supplier will notify Mar Cor of any change in the status of the representations and warranties set forth above.

19. RECALL. Supplier will initiate a recall of a Product if it reasonably determines a recall to be advisable or if required by any applicable law, rule or regulation. Supplier will immediately notify Mar Cor in writing of any recall of a Product. Supplier will bear the responsibility for all costs incurred in connection with any recall hereunder. Mar Cor will cooperate fully with Supplier in effecting the recall.

20. RECORDS. Supplier will create and maintain accurate records related to the Product(s), including, but not limited to, manufacturer information and recall data with respect to each Product sold to Mar Cor.

21. NOTICE. Any notice, demand, request, consent, approval or acceptance required or contemplated to be given or made hereunder must be in writing and either delivered personally or sent by electronic mail or by overnight courier or regular mail, postage prepaid, addressed as follows:

- (i) in the case of Mar Cor:

14550 28th Avenue North
Plymouth, MN 55447
Attention: Vice President, U.S. Operations
Email: swest@mcpur.com

with a copy to:

Cantel Medical Corp.
150 Clove Road, 9th Floor
Little Falls, New Jersey 07424
Attention: General Counsel
Email: enodiff@cantelmedical.com

- (ii) in the case of Supplier:

To the address set forth on the first page of the Purchase Order

or to such other address of which either party may from time to time notify the other in writing.

22. BUSINESS CONTINUITY PLAN. Supplier will develop and keep current a business plan that details strategies for response to and recovery from a broad spectrum of potential disasters. Upon request, Supplier will make such a plan available to Mar Cor for review.