SUPPLIER TERMS & CONDITIONS

Acceptance – Agreement
Seller's acknowledgement of this purchase order, commencement of work on the goods or services, as applicable, subject to this purchase order, or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this purchase order. Any proposal of additional or different terms by Seller, or any attempt by Seller to vary in any degree any of the terms of this purchase order in Seller's acceptance is hereby objected to and rejected by Patterson.

Termination for Convenience of Patterson
Patterson reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such a termination, the Seller shall immediately discontinue all work thereafter and shall have its suppliers and contractors suspend the work immediately. Patterson shall pay only for the portion of the order completed prior to notice of termination. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided, or for items of supplies or raw materials which can be used in the ordinary course of its business for its other customers.

Termination for Cause
Patterson may terminate this purchase order or any part hereof for cause in the event of any default by Seller, or if the Seller fails to comply with any of the terms and conditions of the purchase order, or is unable to provide Patterson, upon request, with reasonable guarantees on future performance. In the event of a termination for cause, Patterson shall not be liable to the Seller for any amount and the Seller shall be liable to Patterson for any and all damages caused by the breach that resulted in the termination. In addition, Patterson may immediately terminate a purchase order without liability in the event of the following: (i) insolvency of the Seller; (ii) filing a voluntary or involuntary bankruptcy petition by or against the Seller; (iii) appointment of a receiver or trustee for the Seller; or (iv) execution of an appointment for the benefit of creditors by the Seller, as long as said request, designation or appointment is not vacated or canceled within thirty (30) days from said event.

Proprietary Information – Confidentiality – Advertising
Seller shall consider all information furnished by Patterson, in whatever form, whether in writing, verbally, by demonstration, inspection or observation, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this purchase order, without Patterson's prior written consent. The Seller may not disclose or publish the fact that Patterson is buying goods or services from Seller or any information related to this purchase order. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Patterson shall be deemed secret or confidential and Seller shall have no rights against Patterson with respect thereto, except such rights as may exist under patent laws.

Warranty
Seller warrants that all goods or services furnished under this purchase order shall (a) conform to all specifications and appropriate standards provided by Patterson, (b) be new, (c) be free from defects in material or workmanship, (d) comply with any statement printed on the containers or labels or advertisements of said goods or services, and that all goods will be properly contained, packed, marked and labeled, (e) are marketable and safe and appropriate for the purpose for which the goods or services of that type are normally used, and (f) comply with all applicable laws, rules and regulations. If the Seller knows or has reason to know the particular purpose for which Patterson will use the goods or services, the Seller warrants that such goods or services will be suitable for that particular purpose. Inspection, testing, acceptance or use of the goods or services provided hereinafter will not affect Seller's obligation under this warranty, and such warranties will survive inspection, testing, acceptance and use. The Seller's warranty shall be for the benefit of Patterson, its successors, beneficiaries and customers, and users of the products sold by Patterson. The aforementioned warranty will be a supplement to any warranties provided by statute, common law, and implied warranties. Inadequate or defective goods may be returned to Seller for, at Patterson's option, full credit or replacement with new goods at Seller's risk and expense. This includes all costs for materials and labor involved in fixing or removing defective parts, all costs for handling, sorting, packaging and transportation, incidental, accidental and special damages and any loss of profits. No replacement of defective goods may be made unless authorized by a replacement purchase order signed by Patterson. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Patterson may make corrections or replace such goods and services, and charge Seller for the cost incurred by Patterson in doing so.

Price Warranty
Seller warrants that the prices for the goods or services sold or provided to Patterson hereunder are not less favorable than those currently extended to any other customer for the same or similar goods in similar quantities or the services provided. If the Seller reduces the price of the goods or services provided to any third party during the term of any purchase order, the Seller will agree to reduce the prices in any purchase order with Patterson proportionally. The Seller guarantees that the prices shown on this purchase order will be total and that no additional charges of any kind will be added without the express written consent of Patterson. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

Force Majeure
Patterson may delay delivery or acceptance occasioned by causes beyond its reasonable control without liability. Causes beyond Patterson’s reasonable control include, but are not limited to, acts of God, labor disputes, governmental actions, orders or regulations, national emergencies, pandemics, epidemics, disease, quarantines, unavailability of raw materials, supplies or energy.

Patents
Seller agrees upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Patterson or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished

hereunder, and Seller further agrees to indemnify Patterson, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and reasonable attorney's fees resulting from any such suit or proceeding, including any settlement. Patterson may be represented by, and actively participate through, its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid for by Seller.

Insurance
Seller shall, at its expense, maintain insurance coverage in amounts reasonably satisfactory to Patterson for Workers' Compensation, Employer's Liability and Comprehensive General, Bodily Injury and Property Damage, and Product Liability. Seller shall furnish Patterson with certificates setting forth the amounts of coverage, policy number(s) and expiration date(s).

Indemnification-Remedies
Seller shall indemnify and hold harmless Patterson, its agents, employees, customers, and users of its and their products against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities, including reasonable attorneys' fees, resulting from (a) a breach of any representation or warranty by Seller contained herein, or (b) the death or injury to any person or damage to any property arising out of the goods or services provided hereunder, or with respect to matters and allegations that the goods or services provided are defective, unfit or unsafe, or that the goods or services provided do not meet applicable laws or regulations. The rights and remedies reserved to Patterson in this purchase order are cumulative and additional to all other remedies available to Patterson in law or equity.

Changes to Goods and/or Services
Patterson shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If such changes result in an increase or a reduction in cost, or the time required for the performance of the Seller, an equitable adjustment will be made and this purchase order will be modified accordingly in writing by both parties.

Quality Management System Policy
Seller shall comply, and shall cause any subcontractors used in connection with any Patterson purchase order to comply, with the Patterson Quality Management System Policy ("Quality Policy"). The Seller will maintain adequate and constant quality control inspections and tests in order to ensure that the goods and services provided comply with all the appropriate specifications and standards provided by Patterson. In addition, it shall, upon Patterson's request, provide corroborated results of quality control inspections and tests in accordance with the Quality Policy.

Audit Right
Patterson shall have the right, at any reasonable time, to send its authorized representatives to examine Seller's documents and materials relating to Seller's obligations under this purchase order or relating to Seller's charges to Patterson or to inspect Seller's facilities and equipment.

Inspection/Testing
Payment for the goods delivered hereunder shall not constitute acceptance thereof. Patterson shall have the right to inspect said goods and to reject said goods, or part of them, if they were, in Patterson's discretion, defective or inadequate. Rejected goods or over-supplied goods may be returned to Seller at Seller's expense and, in addition to Patterson's other rights, Patterson may charge Seller for all costs of unpacking, analysis, repackaging and reshipment, of said goods. Nothing contained in this purchase order shall relieve in any way the Seller from its obligation of testing, inspection and quality control.

Entire Agreement
Each purchase order, these terms and condition, and any documents referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations and agreements between the parties. No modification or amendment to this purchase order shall be made unless reduced to writing and signed by Patterson and Seller. These terms and conditions are incorporated by reference into each purchase order, and any reference herein to a purchase order shall include these terms and conditions, as the context requires.

Independent Parties
Seller and Patterson are independent contracting parties and nothing in this purchase order will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of, or in the name of, the other.

Assignments and Subcontracting
No part of this purchase order may be assigned or subcontracted without the prior written approval of Patterson. Any assignment or subcontracting without approval shall be void.

Set off
All claims for money due or to become due from Patterson to Seller shall be subject to deduction or set off by Patterson by reason of any counterclaim arising out of this or any other transaction with Seller.

Shipment
If in order to comply with Patterson’s required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting therefrom shall be paid for by Seller unless otherwise agreed to in writing by Patterson.

Waiver
Patterson’s failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or Patterson’s waiver of any breach hereunder shall not thereafter constitute a waiver of any other terms, conditions, or privileges whether of the same or similar type.

Limit on Patterson's Liability – Status of Limitations
Patterson's liability hereunder shall in no case exceed the price quoted for the goods or services that give rise to the demand. Any action resulting from any breach on the part of Patterson as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Human Trafficking
For compliance to FAR 52.222-50 Combating Trafficking in Persons,

1. Suppliers are required annually after receiving an award submit a certification that the supplier has implemented a compliance plan to prevent any prohibited activities listed in FAR 52.222-50 and to terminate any agent, subcontract or subcontractor employee engaging in prohibited activities: and
2. After having conducted due diligence, either
    a. To the best of the Supplier's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities: or
    b. If abuses relating to any of the prohibited activities of FAR 52.222-50 have been found, the supplier or subcontractor has taken the appropriate remedial and referral actions.

This requirement applies only when the purchase order

1. Is for supplies, other than commercially available off-the-shelf items, acquired outside of the United States, or services to be performed outside of the United States; and
2. Has an estimated value that exceeds $550,000.

Choice of Law
This purchase order and any contract formed hereunder, shall be governed by, and construed under the internal laws of the State of Delaware, without regard to principles of conflict of law.

Seller Compliance
The Seller agrees to comply with the following: A) Executive order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1) through (7) of the "Equal opportunity Clause" and the "Certification of Non-Segregated Facilities" each of which is incorporated herein by reference. B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41 CFR 50-741.4) incorporated herein by reference, and C) the Vietnam Era Veterans Readjustment Assistance Act (30 USC 2012) including the applicable parts of the affirmative action clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) also incorporated herein by reference.