TERMS AND CONDITIONS OF THIS PURCHASE ORDER

Unless otherwise set forth on the purchase Order or in another writing signed by Hollister, this Order is subject to the following terms and conditions:

1. **PRICE AND TAXES:** This Order must not, without the written agreement of Hollister, be filled at a price higher than that specified herein or, if this Order is unpriced, at a price higher than that last charged or quoted by Seller to Hollister. All prices shall be FCA (free carrier) and shall include any and all taxes, including (but not limited to) taxes on manufacture, sales, receipt, income, occupation, use, and similar factors.
2. **PAYMENT:** Payment shall be made by Hollister at 2% 10 NET 60days after: (i) the date services are rendered or acceptance of the items by Hollister (as the case may be); or (ii) receipt of the invoice, whichever is later.
3. **PACKING AND SHIPPING:** No charges shall be made for packing or cartage unless set forth in this Order. Bills of Lading, express receipts, invoices, shipping lists and similar documents shall be sent on the date shipment is made. All containers shall be labeled with tags showing the Seller's name, Hollister's Order Number, and the destination designated by Hollister. Shipment shall be made in the name and on behalf of the person or organization with whom this Order is placed. A packing list shall accompany all shipments.
4. **DELIVERY:** Delivery shall be made within the time or times specified in this Order. Upon Seller's failure to deliver within the specified time, Hollister shall have the right to (a) purchase elsewhere, (b) charge the Seller with any loss resulting from his failure to deliver, and/or (c) cancel this Order. Hollister shall have the right to return any item, at Hollister's expense, in the event that Hollister is rendered unable to use such item due to natural disaster, war or act of God.
5. **INSPECTION:** Upon arrival at destination, Hollister shall have the right to inspect all items before payment or acceptance and may reject or return for cancellation or replacement any nonconforming item. Seller assumes all risks in connection with any such return, and Seller shall pay all expenses of inspections, handling and transportation both ways. Seller shall not make any replacement without first obtaining written consent of, and shipping instructions from Hollister.
6. **RISK OF LOSS:** Seller agrees that the risk of all loss shall remain with Seller until after all items subject to this Order have been delivered, inspected and accepted by Hollister.
7. **CHANGES:** Hollister shall have the right prior to the date of shipment of any item by Seller to make changes in quantities, amounts, time of delivery, place of delivery, drawings, designs, specifications, packaging and method of transportation. If any such change causes an increase or decrease in the cost of an item, or the time required for performance, or otherwise materially affects any other term of this Order, Seller and Hollister shall enter into a written agreement providing for a commercially reasonable adjustment in the terms of the Order
8. **CANCELLATION:** Hollister may, without liability, cancel this Order in whole or in part if (a) an item subject to this Order is defective, (b) Seller fails to comply with the terms of this Order, (c) Seller becomes insolvent, (d) Seller makes an assignment for the benefit of creditors, (e) a receiver is appointed for Seller, or

(f) proceedings for an arrangement, reorganization or bankruptcy under the Bankruptcy Act are filed by or against Seller

9. **WARRANTIES:** Seller warrants that the items covered hereunder will conform to applicable specifications and will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express or implied. Seller represents, warrants and agrees, by accepting this Order, that he has and shall continue to comply with the item or items subject to this Order are designed, manufactured, packed, labeled, shipped and (if applicable) installed so that, under ordinary conditions of use by Hollister, they shall comply with all applicable occupational health and safety regulations.
10. **REMEDIES:** Hollister's remedies shall be cumulative. The remedies set forth here shall not exclude any remedies provided under applicable law. Hollister's waiver of any breach of the terms of this Order shall not constitute its waiver of any other breach of these terms. Hollister's acceptance of any item, or payment therefore, shall not constitute waiver of any breach of these terms.
11. **ASSIGNMENT:** Neither this Order, nor any payment due Seller, shall be assigned by Seller, in whole or in part, without the prior written agreement of Hollister.
12. **PATENT PROTECTION:** Seller represents and warrants that the purchase and sale or purchase and use by Hollister, of the item or items subject to this Order, shall not infringe any United States or foreign patents, trademarks or copyrights. Seller agrees to indemnify Hollister against, and hold it harmless from all judgments decrees, costs and expenses resulting from any claim in connection with an alleged infringement of any patent, trademark or copyright. Seller further agrees that upon written request from Hollister, Seller shall, at its own expense, defend or assist in the defense of any claim which may be asserted against Hollister or its agents in connection with any such alleged infringement.
13. **APPLICABLE LAW:** Seller agrees that the law applicable to this Order shall be the law of the place of delivery of the item or items subject to this Order. Seller further agrees to comply with all applicable laws and regulations, including (but not limited to) the Federal Food, Drug and Cosmetic Act and Occupational Safety and Health Act of 1970, all regulations and orders thereunder, and all similar state laws, regulations and orders. Seller agrees to indemnify Hollister against, and hold it harmless from, any loss or damage resulting to Hollister from violation of any such law, regulation or order by Seller or its agents.
14. **MOLD, DIES AND ART WORK:** All materials furnished by Hollister in connection with this Order shall (a) remain the property of Hollister, (b) be maintained by Seller in good condition, and (c) upon demand, be delivered by Hollister.
15. **ACCEPTANCE OF THESE TERMS:** Seller, by accepting this Order, agrees to all of the terms and conditions set forth here; Seller further agrees that this Order is intended by the parties as a final expression of their agreement and as an complete and exclusive statement of the terms thereof. No usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Order. This Order can be modified only by a writing signed by Hollister.
16. **NON-DISCLOSURE:** The specifications, drawings, samples or other information, if any, furnished by Hollister to Seller in respect of the items (collectively "Confidential Information") shall be kept in strict confidence by Seller. Seller will not disclose the Confidential Information to any third person except with the

written permission of Hollister and shall use such Confidential Information only for the purpose of supplying goods to Hollister.

17. **ETHICAL BUSINESS PRACTICES, SOCIAL RESPONSIBILITY AND SUSTAINABILITY:** Hollister expects its business partners, including Seller, to act with integrity and in accordance with applicable law and ethical standards. In particular, Seller shall comply with the legal and regulatory requirements of the country(ies) in which Seller operates, as well as with any applicable U.S. laws and regulations, including but not limited to: anti-kickback laws; anticorruption and antibribery laws (including the UK Bribery Act and the U.S. Foreign Corrupt Practices Act); fair competition and antitrust sanctions. Seller shall comply with all applicable laws and regulations regarding labor rights, employment practices and working hours and conditions, including but not limited to laws and regulations related to human slavery or trafficking; child labor; wages and benefits; and health and safety. Additionally, Seller shall operate in an environmentally responsible and efficient manner to minimize the adverse impact of Seller's operations on the environment. At a minimum, Seller shall comply with all applicable environmental laws and regulations and shall strive to reduce or eliminate waste and conserve natural resources in Seller's operations.
18. **CONFLICTS OF INTEREST:** Seller represents and warrants that it has no Actual or Potential Conflicts of Interest as of the date of Order. For purposes hereof, an "Actual or Potential Conflict of Interest" means any relationship between Seller's current owners, directors, agents, affiliates or key employees on the one hand and Hollister on that other, that may materially affect Seller acting in the best interest of Hollister while performing its obligations under the Order.