

GENERAL CONDITIONS OF SALE – GLOBAL

(Effective Date: 2018-05-18)

ADVANCED TECHNOLOGY SYSTEMS – FLUID MANAGEMENT

(Applicable to the Avalon Laboratories, Inc., Micromedics, and Value Plastics product lines)

1. **OFFER OF SALE.** The goods and/or services (referred to as “Products”) offered for sale by Nordson Corporation, or by any of its subsidiaries, groups, divisions, and lines of business (each referred to as “Nordson”), are offered for sale on the basis of the following documents (collectively, the “Contract”), in order of precedence:

- Negotiated agreement
- Nordson’s quotation or proposal
- Product Line-Specific Supplemental Conditions of Sale
- General Conditions of Sales - Global

The Product Line-Specific Supplemental Conditions of Sale follow these General Conditions of Sales – Global.

Buyer’s issuance of a purchase order or other written documentation is considered to be Buyer’s acceptance of the Contract. Any provision in Buyer’s purchase order or other documents issued by Buyer which conflicts with or adds to the Contract are rejected unless expressly accepted by Nordson in a writing signed by an authorised representative of Nordson.

2. **PRICES - PAYMENT.** Terms of payment are net thirty (30) days and subject to credit approval. Prices are not subject to trade or other discounts and do not include any taxes, duties or costs of special packaging and insurance, unless otherwise specified by Nordson in writing. Buyer shall pay these charges, when applicable. However, Buyer may provide Nordson with an appropriate tax exemption certificate acceptable to the taxing authorities. Unless requested by Buyer, Nordson shall have no obligation to obtain insurance for Buyer.

Buyer may not offset for any claim against Nordson, including any claim for Products returned by Buyer for repair or correction of defects. If Buyer delays shipment, the payment due date will be based on the date Nordson is prepared to make shipment. Products held for Buyer shall be held at Buyer’s expense. Delinquent accounts shall bear interest on the unpaid balance of twenty-one percent (21%) per annum, per month. Nordson retains a security interest in the Products to secure the payment of all amounts owed by Buyer to Nordson, including but not limited to any unpaid purchase price for the Products. Buyer agrees to execute and deliver such further agreements and instruments as requested by Nordson to further evidence the security interest in Products granted by Buyer.

3. **WARRANTY.** Nordson warrants to Buyer that Products will be free from defects in material and workmanship provided Products are used and maintained in accordance with operating, maintenance or any instructions supplied by Nordson in manuals or other documentation. The default warranty period is (i) one (1) year from first use, (ii) eighteen (18) months from shipment or (iii) 2000 hours of use, whichever occurs first.

The above warranty does not extend, and shall not apply, to defects in Products resulting from:

- (a) accident or neglect, abuse, or misuse of Products;
- (b) any drawing, design or specification supplied by Buyer;
- (c) any improper or unauthorised maintenance, overhaul, installation, storage, or operation;
- (d) use or willful damage, negligence on the part of Buyer or its agents or employees;
- (e) quality of materials used or processed by Products;
- (f) any alteration, modification, or repair to Products by anyone other than Nordson;
- (g) normal wear and tear or accelerated wear and tear due to use of abrasive materials; and
- (h) damage after date of shipment where the damage is not directly due to a defect in material or workmanship.

Using non-Nordson supplied or non-Nordson approved repair or replacement parts will void any approvals obtained on Products and can be detrimental to the safe and proper operation of Products. Damage to or failure of Products caused by use of non-Nordson supplied or non-Nordson approved repair or replacement parts will not be covered by this Warranty.

Nordson shall have no responsibility or liability under the above warranty (or any other warranty, condition or guarantee) if the total price for Products has not been paid by the due date for payment. Nordson will absorb return shipping charges at Nordson's option.

Nordson's sole liability in the event of non-compliance with this warranty will be, at Nordson's option, the modification, adjustment, repair or replacement of Products, re-perform the services, or refund the purchase price. Following expiration of the warranty period, Nordson may elect to obsolete Products or spare and replacement components for Products without a continuing obligation to stock or provide such Products or components.

NORDSON AND BUYER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESS WARRANTY AND ANY PERFORMANCE GUARANTEE(S) SPECIFICALLY SET FORTH IN NORDSON'S QUOTATION OR PROPOSAL, ALL OTHER WARRANTIES AND GUARANTEE (S), OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE CONTRACT.

4. **TITLE AND RISK OF LOSS.** Title and risk of loss or damage to Products shall pass in accordance with the shipment terms quoted to Buyer. In the absence of such terms, title and risk of loss or damage to Products shall pass INCOTERMS 2010 EXW, Nordson's Shipping Facility. Buyer will insure Products to the full purchase price with Nordson as a named loss payee.
5. **DELAY IN PERFORMANCE.** Delivery dates furnished by Nordson are estimated delivery dates. Nordson shall not be in default of the Contract nor liable for any expense, loss or damage occasioned by a delay in performance due to causes beyond its control, including but not limited to labor disputes, floods, fire, transportation delays, inability to obtain materials or manufacturing equipment breakdown. In the event of such delay, the price and other affected Contract provisions will be adjusted to reflect the impact of any delay.
6. **PROPRIETARY INFORMATION.** Buyer agrees that any data, such as Nordson's specifications, drawings, software and information (including, without limitation, designs, reports, software documentation, manuals, models, process information and the like), revealed by Nordson to Buyer and containing confidential or proprietary information, whether marked or not marked or identified as proprietary or confidential, shall be kept in confidence by Buyer with at least the same care and safeguards as are applied to Buyer's own proprietary information, but in no event less than a reasonable degree of care. Such information shall only be used by Buyer to fulfill its obligations and shall not be duplicated, disclosed to others, or used in any other manner without the written permission of Nordson. These obligations shall not apply to any information that is in or comes into the public domain without violation of this agreement; or is received lawfully and on a non-confidential basis by Buyer from a third party subsequent to this agreement, provided that such third party is not and was not prohibited from disclosing such information to the Buyer by any fiduciary or contractual obligation; or is developed by Buyer independently and without benefit of information received from Nordson as established by documentary evidence. Buyer shall return or destroy all documents, copies, notes or other materials (whether written or electronic) containing any portion of the confidential or proprietary information at the written request of Nordson. The restrictions and obligations relating to Nordson's confidential or proprietary information shall expire seven (7) years after shipment of Product.
7. **PATENT INFRINGEMENT.** Nordson agrees to indemnify Buyer from and against all claims, demands and suits based on allegations that Products designed and manufactured by Nordson constitutes an infringement of any apparatus patent, if Nordson is (i) notified promptly of the assertion of any such allegation, (ii) given authority to defend the same, and (ii) given reasonable information and assistance for the defence of the same. Upon notification of an infringement claim, Nordson reserves the right, at no cost to the Buyer, to:
 - (a) procure for the Buyer the right to continue using Products;
 - (b) replace infringing Products with non-infringing Products; or
 - (c) modify the infringing Products, allowing Buyer's continued use of Products.

Nordson does not assume liability for the infringement of any method and/or process patents or for infringement of any patent covering articles manufactured or produced in whole or in part with Products. As to any product manufactured in accordance with designs proposed by Buyer, Buyer agrees to indemnify Nordson against all claims, demands and suits brought against Nordson alleging infringement.

8. **CANCELLATION AND RETURNS.** Buyer may cancel its purchase of Products by providing Nordson with written notice of cancellation no later than thirty (30) days before shipment. Buyer agrees to pay for all work completed (including profit thereon), work in progress on the basis of the percentage of completion, raw material, unamortised tooling, engineering and all other direct or indirect costs or expenses incurred by Nordson as a result of cancellation, including a restocking charge of 20% of the Product purchase order price. Nordson reserves the right to complete and ship Products cancelled within thirty (30) days of scheduled shipment and shall be entitled to the total purchase order price.
- With Nordson's written approval, Buyer may return Products with the payment of a restocking fee of the greater of (a) the local currency equivalent of USD 20 and (b) 20% of the original purchase order price. Buyer will be responsible for additional expenses incurred by Nordson for the return custom engineered/build-to-order Products.
9. **PACKAGING AND SHIPMENT.** Products will be packaged in accordance with standard commercial practices for domestic and international shipments. Buyer will pay all shipping charges. In the absence of specific instructions, Nordson will select the carrier. When applicable, Buyer shall obtain ocean freight space and marine insurance.
10. **COMPLIANCE WITH LAWS & REGULATIONS.** Products have been manufactured in compliance with applicable laws and regulations of the country where Products are manufactured, which laws and regulations were in effect at the time of manufacture. Compliance with local laws related to operation of Products is Buyer's responsibility.
11. **IMPORTS AND EXPORTS.** Buyer shall be responsible for securing and paying for all import licenses required for import of Products to the designated delivery point and Nordson will be responsible for securing and paying for all export licenses required for shipment of Products to the designated delivery point. Each party shall provide such reasonable information as requested by the other party to facilitate obtaining the required licenses. Buyer represents and warrants to Nordson that all information provided by Buyer to Nordson, including, without limitation, information regarding the location and purpose for which Products are to be used is true and correct. Products may not be exported or re-exported to any country, person or entity on the United States Department of Commerce Denied Persons List or on the United States Department of Treasury's list of economic or trade sanctioned countries or Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists.
12. **GOVERNING LAW.** In the event the sale of Products to Buyer is subject to the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), the CISG will apply, provided, however, the terms of the Contract will supersede any conflicting provisions of the CISG. In the event the CISG does not apply, the Contract shall be construed under and governed by the law of the jurisdiction of Nordson's legal registration.
13. **LIMITATION OF LIABILITY. NEITHER NORDSON NOR BUYER WILL BE LIABLE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, COST OF MONEY, LOSS OF USE OF EQUIPMENT, CAPITAL OR REVENUE, OR FOR ANY ECONOMIC OR CONSEQUENTIAL LOSS OR DAMAGE. BUYER OR NORDSON'S MAXIMUM LIABILITY WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND BREACH OF WARRANTY OR OTHERWISE SHALL NOT EXCEED THE CONTRACT PRICE.**
14. **COMPLETE AGREEMENT.** The Contract is the complete, final and exclusive statement of the agreement between Buyer and Nordson for the sale and purchase of Products. Any prior or contemporaneous agreements, understandings and representations, whether oral or written, are merged therein. The Contract shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to the Contract will be binding upon Nordson unless in writing and signed by an authorised representative of Nordson.

PRODUCT-LINE SPECIFIC SUPPLEMENTAL GENERAL CONDITIONS OF SALE

ADVANCED TECHNOLOGY SYSTEMS – FLUID MANAGEMENT

(Applicable to the Avalon Laboratories, Inc. product line)

***The following supplements Article 2, Prices-Payment, of the
General Conditions of Sale – Global***

Due to yield and lot-sizing, an overrun or shortage of 10% shall be deemed fulfillment of the purchase order.

***Insert the following as a replacement for the first paragraph of Article 3, Warranty, of the
General Conditions of Sale – Global***

Nordson warrants to Buyer that Products shall be free from defects in materials and workmanship for a period of sixty (60) days from date of shipment. In order to receive the warranty service, Buyer must return defective Products within thirty (30) days of receiving a Return Material Authorisation (“RMA”) number from Nordson. All warranty claims will be handled pursuant to Nordson’s standard RMA procedures. Returned Products shall be free of hazardous materials including, but not limited to, bio-hazards.

The warranty service shall be performed at Nordson’s factory. If Nordson determines that the original Products were not defective, Buyer shall reimburse Nordson all costs of handling, transportation and repairs at Nordson’s prevailing rates. All defective Products returned under this warranty which are replaced or for which a refund is given to Buyer shall become Nordson’s property.

***Insert the following as a replacement for the first two sentences of Article 5, Title and Risk of Loss, of the
General Conditions of Sale – Global***

Title and risk of loss to Products shall pass INCOTERMS 2010 EXW, if shipped from Huntington Beach, CA USA, or INCOTERMS 2010 FCA if shipped from Nogales, AZ USA.

***Insert the following as a replacement for Article 8, Cancellation and Returns, of the
General Conditions of Sale – Global***

TERMINATION, CANCELLATION, AND RETURN RIGHTS

Nordson may terminate this Contract or orders placed hereunder with notice to Buyer if (a) Buyer fails to pay when due any sums payable hereunder and such failure continues for ten (10) days after the due date or (b) Buyer materially breaches its obligations hereunder, other than the payment of money, and such breach continues for a period of twenty (20) days after receipt by Buyer of written notice from Nordson specifying such breach. Buyer may not cancel all or any portion of an order for which Product have been shipped. Buyer is not permitted to return Products.

PRODUCT LINE-SPECIFIC SUPPLEMENTAL GENERAL CONDITIONS OF SALE

ADVANCED TECHNOLOGY SYSTEMS - FLUID MANAGEMENT

(Applicable to the Micromedics and Value Plastics product lines)

*The following supplements Article 2, Prices-Payment, of the
General Conditions of Sale – Global*

Due to yield and lot-sizing, an overrun or shortage of 10% shall be deemed fulfillment of the purchase order.

*Insert the following as a replacement for the first paragraph of Article 3, Warranty, of the
General Conditions of Sale – Global*

For the Value Plastics, Inc. Product Line:

Nordson warrants to Buyer that Products meet the Nordsons specifications and criteria for a period of sixty (60) days from date of shipment. In order to receive the warranty service, Buyer must return defective Products within thirty (30) days of receiving a Return Material Authorisation (“RMA”) number from Nordson. All warranty claims will be handled pursuant to Nordson’s standard RMA procedures.

For the Micromedics, Inc. Product Line:

Products shall be free of defects in material and workmanship for a period of one (1) year from the date of shipment. Buyer agrees to keep complete and accurate record of all Products resold by Buyer and in the event of a recall of any of the Products to cooperate fully with Nordson to effect the recall, including contacting its customers and communicating such information as Nordson requests.

Nordson is not registered as a Treatment, Storage and Disposal Facility, and cannot accept return of any Products which have been used or which have been contaminated by any fluid. In the case of Products repaired, the returned Products must be completely clean and free of fluid contamination. If incoming inspection determines that there is evidence of fluid contamination on any Product, the Product will be immediately returned to the shipper. If disposal is required by Nordson, complete disposal charges will be billed back to the Buyer.

*Insert the following as a replacement for Article 8, Cancellation and Returns, of the
General Conditions of Sale – Global*

TERMINATION, CANCELLATION, AND RETURN RIGHTS

Nordson may terminate this Contract or orders placed hereunder with notice to Buyer if (a) Buyer fails to pay when due any sums payable hereunder and such failure continues for ten (10) days after the due date or (b) Buyer materially breaches its obligations hereunder, other than the payment of money, and such breach continues for a period of twenty (20) days after receipt by Buyer of written notice from Nordson specifying such breach. Buyer may not cancel all or any portion of an order for which Product have been shipped. Buyer is not permitted to return Products.