

Integra Companies, LLC - Purchase Order Terms and Conditions

NOTE: IF SUPPLIER HAS AN UNEXPIRED DISTRIBUTION AGREEMENT OR SUPPLY AGREEMENT WITH INTEGRA, THE TERMS AND CONDITIONS SET FORTH HEREIN DO NOT APPLY. PLEASE SEE SECTIONS 2 AND 4 FOR ADDITIONAL DETAILS.

1. **Definitions.** The term "Integra" shall refer to Integra Companies, LLC, a Massachusetts limited liability company, and its, divisions, subsidiaries, and affiliates. The term "Supplier" shall refer to the vendor designated on the face of the purchase order issued by Integra and shall also include Supplier's employees, subcontractors, independent contractors and all other persons performing any type of work under the purchase order. The term "Product" or "Products" shall refer to the materials, supplies, items and equipment covered by the related purchase order. The term "Service" or "Services" shall refer to the Product-related services or work covered by the related purchase order. The term "Agreement" shall refer to an accepted purchase order which will then be subject to the terms and conditions as set forth herein. Other defined terms have the meanings given to them herein.

2. **Acceptance of Purchase Order.** Integra is currently or has previously communicated to Supplier a purchase order to purchase a quantity of Products or Services at a defined price and may have also included particular shipping instructions or other specifications required by Integra. Except as provided in Section 4. Entire Agreement, all purchase orders are subject to and expressly conditioned upon the terms and conditions contained herein and upon Supplier's assent thereto. The specific purchase order and all of the terms and conditions contained herein will be controlling, and any additional and/or inconsistent terms and conditions set forth in any acknowledgment or acceptance documents requested from and/or provided by Supplier are expressly objected to and rejected. No variation of these terms and conditions will be binding upon Integra unless agreed to in writing and signed by an officer or other authorized representative of Integra. Supplier shall submit purchase order acknowledgements and/or confirmations to Integra within two (2) days of receipt of Integra's purchase order. Any conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an acceptance by Supplier of the purchase order and these terms and conditions. If a purchase order has been issued by Integra in response to an offer or quotation by Supplier, and these terms and conditions are additional to or different from any terms of such offer, then the issuance of the purchase order shall constitute an acceptance of such offer subject to the express condition that Supplier assent to these additional and different terms and conditions, and Supplier shall have been deemed to have so assented unless Supplier notifies Integra to the contrary in writing within ten (10) days of receipt of the purchase order.

3. **Services.** Supplier shall furnish the necessary personnel, materials, services, equipment, facilities, oversight, management and all other items necessary for the performance of the Services, and shall complete the Services by the dates specified. Time is of the essence in the performance of the Services and delivery of the Products; early shipment is acceptable unless otherwise noted in the purchase order. In the event of any anticipated or actual delay in performance, Supplier shall promptly notify Integra of such delay and the additional time required in which to perform. If requested by Integra, Supplier shall expedite performance or delivery to avoid or minimize delay. Supplier shall be liable for and compensate Integra for all damages incurred as a result of Supplier's failure to timely perform.

4. **Entire Agreement.** Each purchase order issued by Integra, including these terms and conditions which are incorporated into each purchase order by reference, as well as any specifications, exhibits or amendments that may be referred to or attached to that purchase order, sets forth the complete and final agreement between the parties with respect to the subject matter thereof, and supersedes any and all prior or contemporaneous oral or written communications relating thereto.

NOTE: If a purchase order is used as a release for goods or services under a pre-existing and non-expired distribution agreement or supply agreement between the parties, then the terms and conditions of that agreement shall apply and take precedence over these terms and conditions.

5. **Grant of Distributorship.** For Products purchased under this Agreement, Supplier hereby grants to Integra, and Integra hereby accepts, the non-exclusive right to promote, market, sell and distribute the Products and/or Integra products incorporating the Products throughout the world (the "Territory"). Integra shall not be prohibited from promoting, marketing, selling and distributing other articles, including ones that compete with the Products, whether in the Territory or otherwise. Integra shall have the right to appoint sub-distributors to promote, market, sell and distribute the Products in the Territory.

6. **Price; Changes.** Supplier agrees to sell the Products and Services to Integra at the price(s) set forth on the Order, which shall be fixed unless otherwise expressly provided therein. Integra reserves the right at any time to change a purchase order in writing, and if such change causes an increase or decrease in price or delivery of Products or Services, an equitable written adjustment signed by both parties shall be made. Supplier shall be responsible for

all domestic, foreign, state or local sales, use, value added or other taxes (excluding Integra's income and franchise taxes). Service provider shall bear the sole responsibility for payment of compensation to its personnel, including all health or disability insurance, retirement benefits, or other welfare or pension benefits.

7. **Invoices and Payment.** Supplier shall invoice Integra in the local currency of the Integra affiliate purchasing Products or Services from Supplier. Each invoice shall include: purchase order numbers, Product numbers, descriptions of Products or Services, quantities, unit price and complete billing address for the Products so delivered. An EDI invoice (if applicable) must comply with Integra's technical specifications. Integra's purchase order will specify the billing address. Unless otherwise agreed upon by the parties in writing, Integra shall pay all undisputed invoiced amounts within sixty (60) days of the receipt of the Products by Integra's warehouse receiving system, provided that Integra shall be given a two percent (2%) discount on any invoiced amounts paid within thirty (30) days of the receipt of the Products.

8. **Shipment and Title.** Unless otherwise specified on Integra's purchase order, all Products shipped by Supplier from Supplier's location(s) in the United States to Integra's location(s) in the United States, shall be shipped FOB destination, freight collect, via Integra's specified carriers (Integra shall enter into and bear the costs relating to the contract of carriage). All Products shipped by Supplier from Supplier's location(s) outside of the United States to Integra's location(s) in the United States, shall be shipped DDP (Incoterms 2010) via Integra's specified carriers (Integra shall enter into and bear the costs relating to the contract of carriage). All Products shipped by Supplier directly to Integra's customers ("Drop Shipments") at Integra's request and where Integra pays freight, shall be shipped via Integra's specified carriers at Integra's discretion. For Drop Shipments, Supplier shall include an easily identifiable customer purchase order number, an easily identifiable Integra purchase order number, and, where applicable, use Integra's customer's collect freight account. For all shipments, any applicable UPS (or any successor or alternative shipper utilized by Integra) accessorial charges shall be borne by the Supplier, per such carrier's published tariffs. Title and risk of loss of all Products will pass to Integra upon Supplier's delivery of such Products either directly to Integra or Integra's customers. Proof of delivery will be required upon Integra's request. Any deviation from the delivery terms of this Section 8 by Supplier must be agreed upon in writing by authorized representatives of Integra's Transportation Department prior to shipment. Failure by Supplier to comply with the delivery terms of this Section 8 may result in freight, handling and administrative charge-backs to Supplier.

9. **Packaging of Products.** Supplier shall pack, package, mark and otherwise prepare all Products for shipment in accordance with the standards of the International Safe Transit Association and good commercial practice, acceptable to common carriers for shipment, and adequate to insure their safe arrival at the ultimate destination. Supplier shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of Supplier and Integra.

10. **Inspection and Acceptance.** Integra or its customers shall have a reasonable opportunity to inspect the Products after receipt at the destination. Any inspection by Integra or Integra's customers does not relieve Supplier of any obligations or liabilities under this Agreement. If any Products or Services do not meet all of the requirements of this Agreement, Integra shall have the right to reject such Products or Services at Supplier's expense. Payment for any Products or Services shall not be deemed an acceptance thereof.

11. **Regulatory.** For each Product sold to Integra, Supplier shall provide to Integra: (i) a current and accurate Country of Origin, Harmonized Tariff Schedule US and Export Control Classification Number; (ii) material safety data sheets and any other documentation reasonably necessary to enable Integra to comply with all then prevailing applicable federal, state, municipal, local, and other laws and regulations ("Laws") relating to the Products; (iii) a current and accurate Certificate of Origin pursuant to the specific country of origin criteria and value content requirements as set forth by U.S. Customs and Border Protection regulations and notify Integra in writing whether Supplier participates in a free trade agreement. Supplier must notify Integra of any change to the country of origin in writing, immediately upon knowledge of such change. Additionally, for each Product sold to Integra and at no charge, Supplier shall provide applicable product certification information including certificates of analysis, certificates of conformity, certificates of quality, certificates of sterility, certificates of treatment by gamma radiation and certificates regarding animal origin or allergens. Such documentation shall be labeled with lot or batch number and must be provided at time of shipment for each lot or batch number and as applicable to the Product, shall also be supplied with the packaging of such Product. Without limiting the foregoing obligation, upon request by Integra such documentation shall be provided promptly, but in any event within twenty-four (24) hours of Integra's request. Integra may withhold payment for Products until Supplier complies with its obligations hereunder.

12. **Ownership of Proprietary Rights. (i) Ownership.** Supplier recognizes that Integra is the owner of certain brand names, trademarks, trade names, logos and other intellectual property connoting Integra which are proprietary to Integra and which Integra may elect to use in the promotion, marketing, sale and distribution of the Products, and that Supplier has no right or interest in or to any of such intellectual property. Except as otherwise contemplated by this Agreement, neither Supplier nor Integra, shall, without the prior written consent of the other party, use any of such other party's brand names, trademarks, trade names or logos, or adopt, use or register any words, phrases or symbols so nearly resembling any of such other party's brand names, trademarks, trade names or logos as to be likely to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or otherwise imply any endorsement by one party of the other party or its products or services. **(ii) License.** Supplier hereby grants to Integra a royalty-free, worldwide, irrevocable and paid-up right and license to use Supplier's

manuals, logos, copyrighted information, brand names, trademarks and trade names on, and in the promotion, marketing, sale and distribution of, the Products, it being expressly understood that Integra shall discontinue, in a commercially reasonable time, the use thereof upon depletion of Integra's inventory of the Products. Supplier shall use reasonable efforts to register such brand names, trademarks, trade names and logos where reasonably necessary or useful to the successful distribution of the Products. Supplier warrants that it is entitled to grant this license.

13. **Product Warranty.** Supplier hereby represents and warrants that all Products comprising each shipment or other delivery hereinafter made by Supplier to or on the order of Integra or any of its customers, shall: (i) as of the date of such shipment to Integra's customer and for the periods of time specified by Supplier or (a) twelve (12) months in the case of Supplier branded Products or (b) two (2) years in the case of Integra private label Products, whichever is longer, be free from defects in design, operation, workmanship and materials, conform in all respects with all samples furnished and all labeling and product insert sheets and other product specifications and claims made by Supplier for them; (ii) conform to and perform in accordance with the specifications or drawings, if any, provided by Integra or otherwise referred to, or incorporated into, the purchase order; (iii) be produced consistently with good manufacturing practices and good quality control practices; (iv) be merchantable and fit for their intended purposes; (v) be transferred with good and marketable title, free and clear of any liens or encumbrances; (vi) except as otherwise agreed in writing or specified on the purchase order, have at least eighty-five percent (85%) or two-and-a-half (2.5) years, whichever is greater, of shelf-life remaining following the date of delivery to Integra's customer; (vii) not infringe upon any patent, trade name, trade dress, trademark, service mark, copyright, or other proprietary rights of third parties; (viii) have been manufactured, packaged, and labeled and priced and shall be sold in compliance with all applicable Laws, including without limitation, and as applicable, the W.H.M.I.S., Workplace Safety and Insurance Act, 1997 (Ontario) and the Transportation of Dangerous Goods Act, 1992 (Canada), as amended from time to time; (ix) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), or the Food and Drugs Act (Canada) (the "Canadian Act"), as applicable, or any applicable Law, and are not articles which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce; (x) to the extent such Products are subject to the Hazardous Products Act (Canada), as amended from time to time, and regulations thereunder, have reasonably and representatively been tested as prescribed by the Consumer Product Safety Bureau (CPSB) within Health Canada to ensure conformity, at the time of shipment, to the flammability standards in effect under the Hazardous Products Act, as amended from time to time, any applicable codes of the National Fire Code of Canada, and any other Laws relating to flammable substances; (xi) and comply with all applicable import and export Laws. Supplier authorizes Integra to pass through all Product and Services warranties to Integra's customers to the extent such warranties relate to Products being distributed to customers by Integra hereunder. Supplier further warrants that it shall comply (or cause compliance) with all applicable Laws and that it is authorized to enter into this Agreement and that in so doing it is not in violation of any Laws or any terms or conditions of any contract or other agreement to which it may be a party.

14. **Services Warranty.** Supplier hereby warrants that the Services: (i) will be free from faults and defects, will be of the kind and quality designated, will be performed by qualified personnel and will meet all acceptance criteria; (ii) will be rendered with the standard of care, skill and diligence normally provided by a professional person in the performance of similar services; (iii) will be performed in a workmanlike and professional manner in conformity with generally accepted industry practices; and (iv) do not and shall not violate any applicable law, rule or regulation, any contract with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right. Supplier further warrants that: (i) the Services will conform to all applicable federal, provincial, state or local laws, ordinances, regulations, codes or standards; (ii) it has all permits, licenses, registrations and other similar documents necessary to perform the services hereunder; (iii) it is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and will only utilize personnel whose employment eligibility has been verified; and (iv) it abides by all applicable laws relating to equal employment opportunity. Supplier shall not, without the prior written approval of Integra, appoint subcontractors or agents to perform any services hereunder. Supplier shall remain fully liable for the performance of any permitted subcontractor.

15. **Breach of Warranty.** Supplier shall promptly replace, at no cost to Integra, any Product that is, or that a customer returns to Integra as, defective or non-conforming, with a non-defective or conforming Product or re-perform the Services (as applicable), at Integra's option, credit Integra's account for all amounts paid with respect to such Product or Services. Supplier shall pay all taxes, transportation and other costs and expenses incurred by Integra in the replacement of any defective or non-conforming Product or Services. If the defect or non-conformance is not corrected, Integra may seek alternative sources for the defective or non-conforming Products or Services, and Supplier shall be liable to Integra for Integra's increased costs, including the increases in prices charged by such alternative sources. Further, Supplier shall be responsible for any fines, late fees or penalties incurred by Integra as a result of the breach of warranty.

16. **Recalls.** Supplier shall immediately notify Integra in writing (a "Notification Letter") upon becoming aware of holds or recalls with respect to any Products, or any defect or condition (actual or alleged) which in any way may alter the specifications or quality of any Products, render any Products in violation of any Laws including, without limitation, the Act or as applicable, the Canadian Act, cause revocation of any regulatory approval with respect to any Products or their sale, give rise to a claim against Integra by any third party, or otherwise negatively affect the salability of any Products. A Notification Letter shall include catalog and lot/serial numbers(s) of such Product(s), and in the event of a corrective action or recall, shall contain a description of the issue(s) and the corrective action(s). In

the event of a corrective action or recall of Product from end user customers, Supplier shall also provide Integra with Supplier's letter to customers (the "Customer Letter") for Integra's review, approval and use in notifying its customers that purchased the Product(s) (or items incorporating such Product(s)) subject to such corrective action or recall. Supplier shall promptly reimburse Integra for the full price paid for any Products returned to Integra by customers, or to Supplier by Integra, and any costs due to a corrective action or recall, including, but not limited to, the replacement, repair, modification, adjustment, relabeling, destruction, or disposal of any such Product or notification of Integra's customers. All Products subject to corrective action or recall shall be sent directly from Integra's customers to Supplier.

17. **Insurance.** Supplier shall obtain and maintain all insurance coverage required by law as well as appropriate insurance coverage to protect against any and all claims or liabilities that may arise directly or indirectly as a result of its performance hereunder. Required Coverages and Minimum Policy Limits: (i) Workers Compensation: Statutory; (ii) Employer's Liability: \$1,000,000; (iii) Commercial General Liability (Bodily Injury and Property Damage, Product and Completed Operations, Personal and Advertising Injury, and Contractual Liability): \$2,000,000 Combined Single Limit, per occurrence; and (iv) Automobile Liability (Bodily Injury and Property Damage): \$1,000,000 Combined Single Limit, per occurrence. At the sole discretion and request of Integra, Supplier will also procure and maintain professional liability, errors and omissions insurance or similar coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Supplier shall arrange a waiver of subrogation by the applicable insurance company under each policy and each of the foregoing policies of insurance shall name Integra, its officers, officials, agent and employees as an additional insured or loss payee thereunder. Each such insurance policy shall be primary and non-contributing to any insurance provided by Integra. Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice has been given directly to Integra. Supplier shall maintain insurance with duly licensed or approved non-admitted insurers in with an "A.M. Best" rating of not less than "A-." Supplier shall furnish Integra proof of coverage and renewals evidenced by certificates of insurance reasonably acceptable to Integra.

18. **Indemnification.** Supplier agrees to and shall protect, defend, indemnify and hold harmless Integra each of its subsidiaries, affiliates, divisions and subdistributors, and its and their respective agents, directors, officers, employees and representatives, and its and their respective successors and assigns (each a "Integra Indemnified Party") from any and all claims, actions, costs, expenses and damages, including attorney's fees and expenses ("Damages") arising out of any: (i) patent, trademark or copyright infringement in the design, composition, use by itself or in accordance with Supplier's instructions, sale, advertising or packaging of the Products or Services; (ii) breach by Supplier of the terms and conditions herein; (iii) use or operation of the Products, including, without limitation, any Damages involving personal injury, death or property damage based on any theory, including strict liability theories, or warranty claim, defect or nonconformity as to any Product, and (iv) wrongful or negligent act or omission by Supplier or its officers, directors, stockholders, agents, servants, employees, representatives or subcontractors relating to the purchase and sale of Products or Services pursuant to this Agreement except to the extent that such liability is caused by the negligent acts or omissions or willful misconduct of a Integra Indemnified Party.

19. **Confidentiality.** During the performance of this Agreement, each party may have or may be provided access to the other party's confidential information and materials (including, without limitation, technical information, specifications, drawings, marketing, sales, the terms and conditions of this Agreement and new product development information). All such information which, if in written or other tangible form, is clearly designated as "confidential" or, if disclosed orally, is designated as "confidential" in a written memorandum delivered by the party disclosing the confidential information (the "Disclosing Party") to the party receiving the confidential information (the "Receiving Party") promptly following such oral disclosure, or is by its nature of the type that is understood to be confidential, shall be retained in confidence in accordance with the terms of this Agreement and any applicable separate nondisclosure agreement between Supplier and Integra. Further, the Receiving Party shall not (except as expressly authorized herein during the term of this Agreement), either during the term of this Agreement or for three years after its termination or expiration, use, publish or disclose or cause or permit anyone else to use, publish or disclose any such information unless (i) such information was known to the Receiving Party at the time of receipt thereof from the Disclosing Party as evidenced by written documentation, (ii) such information becomes publicly available through no fault of the Receiving Party, or (iii) such information was lawfully obtained by the Receiving Party from any third party without violation of this Agreement. Nothing in this Section shall prevent a Receiving Party from disclosing confidential information of the Disclosing Party pursuant to a request of any court, government or governmental agency or as required by applicable Law; provided, however, that the Receiving Party shall give the Disclosing Party prompt notice of the required disclosure, and shall provide the Disclosing Party with reasonable assistance to the extent the Disclosing Party seeks a protective order or other means to preserve the confidentiality of the information required to be disclosed. All originals, copies, summaries and derivations of Confidential Information in whatever form shall be returned to the Disclosing Party upon the Disclosing Party's request.

20. **Export.** Integra acknowledges that Products purchased from Supplier, upon resale, may be subject to US Export Administration Regulations as well as similar laws and regulations of the country of export. Subject to compliance with local, national law of the country of export, Integra will not resell those products contrary to U.S. law and regulations.

21. **Anti-Corruption.** Supplier represents and warrants that: (i) it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended ("U.S. FCPA"), and that Supplier will comply with the U.S. FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties' business activities hereunder; (ii) no principal, partner, officer, director or employee of Supplier is or will become an official of any governmental body of any country or jurisdiction (other than the U.S.) that is applicable to the parties' business activities hereunder; and (iii) Supplier has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a "Government Official") to influence any acts or decisions of such Government Official or to induce such official to use his or her influence with the local government to effect or influence the decision of such government in order to assist either Integra or Supplier in its performance of their obligations under this Agreement or to benefit the other party. Failure by Supplier to comply with this section shall be deemed a material breach of a material provision of this Agreement and Integra will have the right to immediately terminate this Agreement and its performance without any liability to Supplier.

22. **Termination.** Integra may terminate this Agreement, in whole or part, without cause, upon written notice to Supplier. Upon any such termination Supplier shall, to the extent specified by Integra, stop all work associated with that specific Agreement, and cause its suppliers and subcontractors (if applicable) to stop work. Integra may also terminate an Agreement, in whole or in part, if Supplier: (i) fails to make delivery of the Products or Services within the time specified herein; (ii) fails to replace or correct defective Products or Services in accordance with the provisions of this Agreement or perform in accordance with its obligations hereunder; (iii) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment of the benefit of creditors; or (iv) is affected by a force majeure event which continues for more than six (6) consecutive months.

23. **Remedies Cumulative.** The rights and remedies available to Integra under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to Integra, whether provided by law, equity, statute, or otherwise.

24. **Survival.** Any sections of this Agreement that by their nature are intended to survive any termination or expiration of this Agreement (including, without limitation, sections pertaining to warranty, indemnification and confidentiality), shall survive any termination or expiration of this Agreement.

25. **Force Majeure.** If either party is prevented from performing its obligations under this Agreement solely by circumstances beyond the reasonable control and without the fault or negligence of the party obligated to perform (including, without limitation, strikes or other labor difficulties (except those involving either party), war, shortages of power or raw material, Laws or acts of God), upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. The party invoking a force majeure event shall notify the other party promptly upon the termination of such event. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of a force majeure event, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

26. **Waiver.** No waiver of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound and shall be effective only in the specific instance, and for the specific purpose for which given, and shall not be construed as a waiver of any rights in the future or subsequent breach. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

27. **Construction and Interpretation.** The captions in this Agreement have been inserted for convenience or reference only and do not constitute a part of, and shall not be considered in construing, this Agreement. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement shall not be deemed invalid but shall remain in full force and effect. No course of dealing, usage of trade or course of performance shall supplement, explain or amend any term, condition or instruction of this Agreement, or any shipment of Products hereunder.

28. **Applicable Law and Venue.** This Agreement is made pursuant to, and shall be construed and enforced exclusively in accordance with, the internal laws of the Commonwealth of Massachusetts (and United States federal law, to the extent applicable), without giving effect to otherwise applicable principles of conflicts of law. The United Nations Convention on Contracts for the International Sales of Goods expressly shall not apply. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the United States District Court for the District of Massachusetts or any Commonwealth court.

29. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees. Neither party may transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other party,

except for any transfer, assignment or delegation, in whole or in part, to its respective parent, subsidiaries or other affiliates, or to a successor entity.

30. **Nature of Relationship.** Neither party, its agents or employees shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other party, or anything other than an independent contractor for all purposes of this Agreement, and except as may be authorized specifically in writing, neither party has express or implied authority to bind the other in any manner whatsoever by virtue of this Agreement.

31. **Notices.** All notices required by this Agreement shall be in writing, and if sent to Integra, shall be delivered to the address set forth on the purchase order with copies to:

Integra Companies, LLC
29 Saratoga Boulevard
Devens, MA 01434

VWR International, LLC
Radnor Corporate Center
Building One, Suite 200
P.O. Box 6660
100 Matsonford Road
Radnor, PA 19087-8660

32. **Conflict Minerals.** Supplier acknowledges that Integra and/or its customers are/or may be required to comply with the disclosure and reporting obligations of the Securities and Exchange Commission related to the use of "Conflict Minerals" (tin, tantalum, tungsten and gold) as prescribed by the United States Dodd Frank Wall Street Reform and Consumer Protection Act. In furtherance of the foregoing, Supplier hereby represents, warrants, covenants and certifies that no Product contains or will contain any Conflict Minerals and that it shall exercise due diligence on the source and chain of custody of its suppliers to avoid the use of Conflict Minerals in the Products. Supplier further agrees that it (i) shall provide any requested certifications to Integra and/or its customers regarding its compliance with the foregoing; (ii) shall require its suppliers of every tier to provide the foregoing certifications regarding the materials it supplies; (iii) and shall provide any other reasonable assistance in relation to the foregoing requirements. Supplier shall indemnify, defend and hold harmless any Integra Indemnified Party from and against any and all Damages arising from, or relating to, Supplier's failure to comply with the foregoing terms.

33. **Affirmative Action Notice. Supplier and its subcontractors, if any, are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e), and; 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. Supplier and its subcontractor, if any, shall abide by the requirements of 41 CFR Sections 60-300.5(a), 60-741.5(a), and 60-1.4(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status, disability, or race, color, religion, sex, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans, individuals with disabilities, minorities and women.**

34. **Government Contracts.** If the Products or Services to be furnished by Supplier are to be used in the performance of a U.S. government contract or subcontract, this Agreement incorporates the Federal Acquisition Regulation ("FAR") clauses of 48 CFR Section 52.244-6 (Subcontracts for Commercial Items) (as such clauses may be amended from time to time), with the same force and effect as if they were given in full text, and, upon notice to Supplier, any additional terms and conditions that Integra is bound and obligated to flow-down. These regulations shall be interpreted in a manner to give effect to the contractual relationship between Supplier and Integra and the right of the U.S. Government under its contract with Integra (or an affiliate of Integra). In furtherance of the foregoing, Supplier hereby represents and warrants that it does not (i) receive 80% or more of its annual gross revenues from federal contracts and subcontracts, loans, grants and subgrants and cooperative arrangements or (ii) if the foregoing subsection (i) is not true, such amount does not exceed \$25,000,000. Integra may require Supplier to execute a certification confirming its compliance with certain provisions of the FAR clauses, including those clauses relating to debarred and/or suspended subcontractors. Furthermore, if the Order is greater than \$10,000, Code of Virginia Section 2.2-4312 pertaining to Drug Free Workplaces shall be incorporated herein and shall apply to Supplier.