

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 Crosstex International, Inc. ("Crosstex") and you ("Supplier") and supersede all other agreements and understandings, whether written or oral, between Crosstex and Supplier with respect to the subject matter hereof. Crosstex's acceptance of any offer by Supplier is expressly made conditional upon Supplier's assent to all of the terms and conditions hereof. Crosstex 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 Crosstex, a copy of which will be available for review at <http://www.crosstex.com/termsconditionspurchase>. THIS AGREEMENT WILL APPLY UNLESS SUPPLIER HAS A SEPARATE WRITTEN AGREEMENT WITH CROSSTEX THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. CHANGES. Crosstex 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 Crosstex unless issued by an authorized Crosstex purchasing agent. Supplier is not permitted to deviate from Crosstex'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 Crosstex 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 Crosstex. 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 New York.

4. DELIVERY AND INSPECTION. Time is of the essence in the performance of any Purchase Order. Crosstex may accept or return Products received after their required delivery date without waiving Crosstex'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, Crosstex's part number, number of cartons in shipment, quantity of Products per carton and total quantity of Products. Crosstex will inspect delivered Products and report claims for damages or shortages which are discoverable on a visual inspection within thirty (30) days of delivery; provided, however, that Crosstex 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. 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. Crosstex 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 Crosstex and/or its customers in order to assess work quality, conformance with Crosstex'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 Crosstex 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. Upon request, Supplier will deliver to Crosstex a certificate of analysis or a certificate of compliance to specifications approved by Crosstex with respect to each Product lot shipped. Supplier will suitably pack, mark and ship all Products in adequate protective packaging and in accordance with any reasonable instructions from Crosstex and the requirements of common carriers. 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 Crosstex under this Agreement unless Supplier notifies Crosstex in writing of the change at least one hundred eighty (180) days before its implementation and Crosstex agrees to such change in writing. Supplier will be liable for all losses and damages that Crosstex may suffer if Supplier does not comply with the requirements of the preceding sentence.

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 Crosstex (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 Crosstex.

8. CONFIDENTIAL INFORMATION. Supplier agrees that all information furnished to Supplier by Crosstex is proprietary to Crosstex and such information will be held in confidence indefinitely and may not be used or disclosed by Supplier without Crosstex's prior written consent, except for the fulfillment of any Purchase Order.

9. TAXES. Except for state sales and/or use tax, if applicable, the price of each Product covered by this Agreement includes all applicable taxes and other such fees.

10. TERMINATION. Crosstex 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 Crosstex in good faith believes may impair the likelihood that Crosstex will receive timely and full performance of any order where Supplier does not provide adequate written assurances within ten (10) days of Crosstex'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. Crosstex's rights under this clause are in addition to all other rights and remedies available to Crosstex at law or equity upon Supplier's default.

11. MOST FAVORED NATION. Supplier guarantees that the price charged to Crosstex hereunder is the lowest price given to other customers for the purchase of similar quantities of the Product(s) purchased by Crosstex. 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 Crosstex will be automatically amended to the lower price.

12. WAIVER; VALIDITY. A waiver by Crosstex of any breach of this Agreement will not constitute a waiver by Crosstex 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 Crosstex or Supplier, (b) will strictly conform to the specifications furnished, specified or approved by Crosstex, (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, Crosstex 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 Crosstex's status as a prime contractor or subcontractor to the Federal Government, including providing all required written certifications, representations, and disclosures, unless Crosstex 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 Crosstex 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 Crosstex 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, Crosstex 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 "Crosstex" 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 Crosstex 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 Crosstex in writing of any recall of a Product. Supplier will bear the responsibility for all costs incurred in connection with any recall hereunder. Crosstex 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 Crosstex.