

RELEASE AND WAIVER OF CLAIMS

This **RELEASE AND WAIVER OF CLAIMS** (“**Agreement**”) is entered into by and between **NEDERMAN MIKROPUL, LLC**, a Delaware Limited Liability Company (“**Nederman Mikropul**”) and **BUYER**, defined as the individual or entity identified on Buyer’s purchase order, or, if different, on Nederman Mikropul’s Quotation, order acknowledgement or confirmation, in regards to Buyer’s purchase of the **PRODUCT**, defined as (i) any product designed or manufactured by or on behalf of Nederman Mikropul, or (ii) any third-party Manufacturer’s product offered for sale by Nederman Mikropul. By purchasing, accepting, and/or using the Product, Buyer agrees to the terms of this Agreement.

Disclaimers. The Product is offered for sale on an “AS IS” basis. The Product has not been approved by the U.S. Food and Drug Administration or any other federal, state or local agency. The Product not been tested for use. NEDERMAN MIKROPUL MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE OR OTHERWISE WITH RESPECT TO THE PRODUCT, AND NEDERMAN MIKROPUL DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEDERMAN MIKROPUL MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCT COMPLIES WITH APPLICABLE FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR OTHER LEGAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO REQUIREMENTS AND STANDARDS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, THE REGULATIONS OF THE U.S. FOOD AND DRUG ADMINISTRATION, CENTERS FOR DISEASE CONTROL AND PREVENTION, OR THE NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH, OR OF ANY OTHER LEGISLATION OR GOVERNMENTAL RULES OR REGULATIONS. NEDERMAN MIKROPUL WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCT REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE; (II) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM WAS BASED.

Buyer Representations and Warranties. Buyer represents and warrants that: (a) Buyer understands that the use of the Product involves risk of personal injury, disability or death, and Buyer agrees to assume such risks; (b) Buyer agrees, to the fullest extent permitted by law, to waive and release any and all claims or causes of action that Buyer has against Nederman Mikropul, its directors, officers, agents and/or employees arising out of the sale of the Product to Buyer or any use of such the Product (including, but not limited to, any use of the Product by Buyer or Buyer’s agents, employees, contractors or volunteers); (c) Buyer covenants, to the fullest extent permitted by law, that it will not sue Nederman Mikropul, its directors, officers, agents or employees with respect to any matters arising out of the use of the Product (including, but not limited to, any use of the Product by Buyer’s agents, employees, contractors or volunteers).

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