UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 24, 2026

STERIS plc
(Exact Name of Registrant as Specified in Charter)

Ireland	001-38848	98-1455064
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

70 Sir John Rogerson's Quay
Dublin 2, Ireland, D02 R296
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: +353 1 232 2000

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, $0.001 par value	STE	New York Stock Exchange
2.700% Senior Notes due 2031	STE/31	New York Stock Exchange
3.750% Senior Notes due 2051	STE/51	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 24, 2026, STERIS Irish FinCo Unlimited Company, a public unlimited company incorporated under the laws of Ireland (the "Issuer"), completed an offering of $1.5 billion, in the aggregate, of its senior notes in two separate tranches: (i) $750 million aggregate principal amount of the Issuer's 5.650% Senior Notes due 2033 (the "2033 Notes") and (ii) $750 million aggregate principal amount of the Issuer's 5.875% Senior Notes due 2036 (the "2036 Notes" and, together with the 2033 Notes, the "Notes").

The Notes were issued pursuant to an Indenture, dated as of April 1, 2021 (the "Base Indenture"), among the Issuer, the Guarantors (as defined below) and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee (the "Trustee"), as supplemented by the Second Supplemental Indenture, dated as of November 24, 2026, among the Issuer, the Guarantors and the Trustee (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). Each of STERIS plc, a public limited company incorporated under the laws of Ireland ("STERIS"), STERIS Corporation, an Ohio corporation, and STERIS Limited, a private limited company incorporated under the laws of England and Wales, (collectively, the "Guarantors") guaranteed the Notes jointly and severally on a senior unsecured basis (the "Guarantees"). Each of the Issuer, STERIS Corporation and STERIS Limited is an indirect wholly owned subsidiary of STERIS.

The 2033 Notes will mature on December 15, 2033 and the 2036 Notes will mature on December 15, 2036. The Notes will bear interest at the rates set forth above. Interest on the Notes is payable on June 15 and December 15 of each year, beginning on June 15, 2027 until their respective maturities.

Before October 15, 2033 (the "2033 Par Call Date"), in the case of the 2033 Notes, and before September 15, 2036 (the "2036 Par Call Date"), in the case of the 2036 Notes, the Issuer may redeem the 2033 Notes and the 2036 Notes, respectively, in whole or in part, at any time and from time to time, at a redemption price equal to the greater of 100% of the principal amount and the "make-whole" price described in the Indenture, plus accrued and unpaid interest, to, but not including, the redemption date, assuming for such purpose that the 2033 Notes and the 2036 Notes matured on the 2033 Par Call Date and the 2036 Par Call Date, respectively. On or after the 2033 Par Call Date, in the case of the 2033 Notes, and the 2036 Par Call Date, in the case of the 2036 Notes, the Issuer may redeem the 2033 Notes and the 2036 Notes, respectively, at par, plus accrued and unpaid interest to, but not including, the redemption date.

Subject to certain limited exceptions, the Issuer and Guarantors have agreed to pay certain additional amounts to holders of the Notes from time to time in the event any payment made under the Notes or Guarantees is subject to withholding or deduction in respect of taxes imposed by certain taxing jurisdictions. Subject to certain limitations, in the event of certain changes in respect of taxes applicable to the Notes or Guarantees, the Issuer may redeem the Notes of a particular series, in whole, but not in part, at any time prior to the maturity date, at a redemption price equal to 100% of their principal amount plus accrued and unpaid interest on the Notes, if any, to, but not including, the redemption date, and all additional amounts, if any, then due and which will become due on the redemption date as a result of the redemption or otherwise.

Upon the occurrence of both (a) a change of control of STERIS or the first public announcement of a change of control by STERIS and (b) within a specified period in relation to the change of control or the announcement of the change of control, a downgrade of the Notes by at least two of Fitch Ratings, Inc., Moody's Investors Service, Inc. or S&P Global Ratings from an investment grade rating to a rating below an investment grade rating, the Issuer may be required to purchase some or all of the Notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest to, but not including, the date of repurchase.

If (i) STERIS Corporation's proposed acquisition (the "Acquisition") of Xodus Medical, Inc. and certain related entities (collectively, "Xodus") pursuant to the Purchase and Sale Agreement (the "Purchase Agreement"), dated as of October 11, 2026, is not consummated on or prior to the later to occur of (x) January 11, 2028 and (y) the date that is five business days after any later date to which the sellers of Xodus and STERIS Corporation may agree to extend the "Outside Date" in the Purchase Agreement (the "Special Mandatory Redemption End Date"), or (ii) the Purchase Agreement is terminated (each, a "Special Mandatory Redemption Event"), the Issuer will be required to redeem all of the Notes then outstanding on the earlier to occur of (1) if the Acquisition has not been consummated on or prior to the Special Mandatory Redemption End Date, the fourteenth day (or, if such day is not a business day, the first business day thereafter) following the Special Mandatory Redemption End Date; or (2) the

30th day (or if such day is not a business day, the first business day thereafter) following the termination of the Purchase Agreement for any reason (each, a "Special Mandatory Redemption Date"). If a Special Mandatory Redemption Event occurs, the Notes then outstanding will be redeemed at 101% of the aggregate principal amount of the Notes then outstanding, plus accrued and unpaid interest to, but not including, the Special Mandatory Redemption Date.

The Issuer received net proceeds from the issuance of the Notes of approximately $1,483 million after deducting the underwriters' discount and estimated expenses. STERIS intends to use the net proceeds from the offering, together with borrowings under STERIS's delayed draw term loan agreement, dated November 4, 2026, and cash on hand, to fund the purchase price of the Acquisition, transaction expenses, general corporate expenses and working capital needs.

The Notes are subject to the covenants in the Indenture, which include limitations on liens, limitations on sale and leaseback transactions and limitations on merger, consolidation and transfers of all or substantially all of the Issuer's assets.

The Indenture contains customary events of default with respect to each series of Notes, including: (a) failure to pay principal or premium, if any, on the Notes when due; (b) failure to pay any interest or additional amounts on the Notes for 30 days after the interest or additional amount becomes due; (c) failure to repurchase all outstanding Notes following the occurrence of a Special Mandatory Redemption Event; (d) failure to redeem all Notes tendered for repurchase following the occurrence of a change of control triggering event; (e) failure to perform, or breach of, any other covenant in the Indenture for 90 days after written notice thereof by the Trustee or by the holders of not less than 25% in principal amount of the outstanding Notes of such series (including any additional notes of such series); (f) acceleration of an aggregate amount of, or failure to pay within any applicable grace period after final stated maturity, indebtedness in an aggregate amount of the greater of (i) $150.0 million or (ii) 3.0% of Consolidated Total Assets (as defined in the Indenture) of indebtedness of the Issuer or any Guarantor, if such acceleration is not rescinded or annulled; (g) specified events of bankruptcy, insolvency or reorganization involving the Issuer, the Parent or a Significant Subsidiary (as defined in the Indenture) of STERIS; and (h) any Guarantee ceases to be in full force and effect (except as contemplated by the terms of the Indenture) or is declared null and void in a judicial proceeding or any Guarantor denies or disaffirms its obligations under the Indenture or its Guarantee.

The foregoing summary is qualified in its entirety by reference to the full text of the Supplemental Indenture and the forms of the 2033 Notes and the 2036 Notes which are included as Exhibit 4.1, Exhibit 4.2 and Exhibit 4.3, respectively, hereto and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

Registration Statement

In connection with the public offering of the Notes, STERIS is filing the exhibits to this Current Report on Form 8-K for the purpose of incorporating such exhibits in its Registration Statement on Form S-3 (SEC File No. 333-299875). The exhibits to this Current Report on Form 8-K are hereby incorporated into such Registration Statement by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
4.1	Second Supplemental Indenture, dated as of November 24, 2026, among STERIS Irish FinCo Unlimited Company, STERIS plc, STERIS Corporation, STERIS Limited and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee.
4.2	Form of 5.650% Notes due 2033 (included in Exhibit 4.1 hereof).
4.3	Form of 5.875% Notes due 2036 (included in Exhibit 4.1 hereof).
5.1	Opinion of Matheson.
5.2	Opinion of Jones Day.
5.3	Opinion of Jones Day.
23.1	Consent of Matheson (included in Exhibit 5.1 hereof).
23.2	Consent of Jones Day (included in Exhibit 5.2 hereof).
23.3	Consent of Jones Day (included in Exhibit 5.3 hereof).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STERIS plc

By /s/ J. Adam Zangerle
Name: J. Adam Zangerle
Title: Senior Vice President, General Counsel & Company Secretary

Dated: November 24, 2026

Exhibit 4.1

STERIS IRISH FINCO UNLIMITED COMPANY AND

THE GUARANTORS PARTY HERETO AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

SECOND SUPPLEMENTAL INDENTURE
Dated as of November 24, 2026

$750,000,000 of 5.650% Senior Notes due 2033
$750,000,000 of 5.875% Senior Notes due 2036

THIS SECOND SUPPLEMENTAL INDENTURE (the "**Second Supplemental Indenture**") is dated as of November 24, 2026 among STERIS IRISH FINCO UNLIMITED COMPANY, a public unlimited company incorporated under the laws of Ireland (the "**Company**"), the Guarantors party hereto (the "**Guarantors**") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (successor in interest to U.S. Bank National Association), a national banking association, as trustee (the "**Trustee**").

RECITALS

A. The Company, the Guarantors and the Trustee executed and delivered an Indenture, dated as of April 1, 2021 (the "**Base Indenture**", as supplemented by this Second Supplemental Indenture, the "**Indenture**"), to provide for the issuance by the Company from time to time of senior debt securities (the "**Securities**") evidencing its unsecured indebtedness and for the issuance of guarantees of the Securities.

B. Pursuant to a Board Resolution and resolutions of a pricing committee, the Company has authorized the issuance of (i) $750,000,000 of 5.650% Senior Notes due 2033 (the "**2033 Securities**") and (ii) $750,000,000 of 5.875% Senior Notes due 2036 (the "**2036 Securities**" and, together with the 2033 Securities, the "**Offered Securities**").

C. The Guarantors will guarantee the Offered Securities being issued pursuant to this Second Supplemental Indenture and the terms set forth in Article XV of the Base Indenture.

D. The entry into this Second Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Base Indenture.

E. The Company and the Guarantors desire to enter into this Second Supplemental Indenture pursuant to Section 9.01 of the Base Indenture to establish the terms of the Offered Securities in accordance with Section 2.01 of the Base Indenture and to establish the form of the Offered Securities in accordance with Section 2.02 of the Base Indenture.

F. All things necessary to make this Second Supplemental Indenture a valid indenture and to make the Offered Securities, each when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been done.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders from time to time of the Offered Securities as follows:

ARTICLE I

Section 1.1 Terms of Offered Securities.

The following terms relate to the Offered Securities:

(1) The 2033 Securities constitute a series of Securities having the title "5.650% Senior Notes due 2033". The 2036 Securities constitute a series of Securities having the title "5.875% Senior Notes due 2036".

(2) The initial aggregate principal amount of the 2033 Securities that may be authenticated and delivered under the Indenture is $750,000,000 (the "**Initial 2033 Securities**") and the initial aggregate principal amount of the 2036 Securities that may be authenticated and delivered under the Indenture is $750,000,000 (the "**Initial 2036 Securities**" and, together with the Initial 2033 Securities, the "**Initial Offered Securities**"), except, in each case, for Initial Offered Securities of a series authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Initial Offered Securities of such series pursuant to Section 2.05, 2.06, 2.07, 2.11 or 3.03 of the Base Indenture.

The Company may, without notice to or the consent of the Holders of the Initial Offered Securities, issue Additional Offered Securities (as defined below) having the same form and terms (other than the date of issuance, public offering price and, under certain circumstances, the date from which interest thereon will begin to accrue and the initial interest payment date), and carrying the same right to receive accrued and unpaid interest, as the applicable series of Initial Offered Securities, and such Additional Offered Securities will form a single series with the applicable series of Offered Securities previously issued; *provided* that if any such Additional Offered Securities are not fungible with the applicable series of Initial Offered Securities for U.S. federal income tax purposes, such Additional Offered Securities will have a separate CUSIP number.

(3) The entire outstanding principal amount of the 2033 Securities shall be payable on December 15, 2033. The entire outstanding principal amount of the 2036 Securities shall be payable on December 15, 2036.

(4) The rate at which the 2033 Securities shall bear interest shall be 5.650% per year and the rate at which the 2036 Securities shall bear interest shall be 5.875% per year. The date from which interest shall accrue on the Offered Securities shall be November 24, 2026, or the most recent Interest Payment Date to which interest has been paid or duly provided for. The Interest Payment Dates for the Offered Securities shall be June 15 and December 15 of each year, beginning June 15, 2027. Interest shall be payable on each Interest Payment Date to the Holders of record at the close of business on June 1 and December 1, as the case may be, immediately preceding the relevant Interest Payment Date (a "**regular record date**"). The basis upon which interest shall be calculated shall be that of a 360-day year consisting of twelve 30-day months. Principal of and premium, if any, and interest on the Offered Securities shall be payable, and the Offered Securities may be exchanged or transferred, at the office or agency maintained by the Company pursuant to Section 4.02 of the Base Indenture. The Company will pay or cause to be paid the principal of, premium, if any, and interest on the Offered Securities pursuant to Section 4.01 of the Base Indenture.

(5) Each series of Offered Securities shall be issuable in whole in the form of one or more registered Global Securities, and the Depositary for such Global Securities shall be The Depository Trust Company, New York, New York. The 2033 Securities shall be substantially in the form attached hereto as Exhibit A and the 2036 Securities shall be substantially in the form attached hereto as Exhibit B, the terms of which are herein incorporated by reference. Each series of Offered Securities shall be issuable in denominations of $150,000 or any integral multiple of $1,000 in excess thereof. Each series of Offered Securities shall be issued as Unrestricted Securities.

(6) Prior to the Applicable Par Call Date (as defined below), the Offered Securities of a series will be redeemable, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Offered Securities matured on the Applicable Par Call Date) on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus, as applicable, 15 basis points for the 2033 Securities and 20 basis points for the 2036 Securities, less (b) interest accrued to, but not including, the redemption date, and (ii) 100% of the principal amount of the Offered Securities to be redeemed, *plus*, in each case, accrued and unpaid interest thereon to, but not including, the redemption date. On or after the Applicable Par Call Date, the Offered Securities of the relevant series will be redeemable, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Offered Securities being redeemed plus accrued and unpaid interest to, but not including, the redemption date (subject to the rights of Holders of Offered Securities on the relevant record date to receive interest due on the relevant Interest Payment Date).

"**Applicable Par Call Date**" means (i) with respect to the 2033 Securities, October 15, 2033 (two months prior to the maturity date of the 2033 Securities) and (ii) with respect to the 2036 Securities, September 15, 2036 (three months prior to the maturity date of the 2036 Securities).

"**Treasury Rate**" means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Applicable Par Call Date or maturity date, as applicable (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Applicable Par Call Date or maturity date, as applicable, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the redemption date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semiannual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Applicable Par Call Date or maturity date, as applicable. If there is no United States Treasury security maturing on the Applicable Par Call Date or maturity date, as applicable, but there are two or more United

States Treasury securities with a maturity date equally distant from the Applicable Par Call Date or maturity date, as applicable, one with a maturity date preceding the Applicable Par Call Date or maturity date, as applicable, and one with a maturity date following the Applicable Par Call Date or maturity date, as applicable, the Company shall select the United States Treasury security with a maturity date preceding the Applicable Par Call Date or maturity date, as applicable. If there are two or more United States Treasury securities maturing on the Applicable Par Call Date or maturity date, as applicable, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error. The Trustee shall not be responsible for calculating the redemption price.

A notice of redemption shall be sent by the Company (or, at the Company's written request, by the Trustee on the Company's behalf) to each Holder of Offered Securities of the particular series to be redeemed (in the case of Global Securities, electronically through the procedures of the Depositary) not less than 10 nor more than 60 days in advance of the redemption date (except that such notice may be greater than 60 days in the case of a redemption in connection with a legal defeasance, covenant defeasance or discharge with respect to such Offered Securities). Such notice of redemption shall specify the principal amount of Offered Securities to be redeemed, the CUSIP and ISIN numbers of the Offered Securities to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment and that payment will be made upon presentation and surrender of such Offered Securities. Notice of any redemption of a series of Offered Securities prior to the Applicable Par Call Date need not set forth the redemption price but only the manner of calculation thereof. The Company will give the Trustee notice, in writing, of the amount of the redemption price for any such redemption promptly after the calculation thereof, and the Trustee shall have no responsibility for such calculation. Once notice of redemption is sent to Holders the Offered Securities called for redemption will become due and payable on the redemption date at the redemption price, plus interest accrued to, but not including, the redemption date. On or before 10:00 a.m., New York City time, on the redemption date, the Company will deposit with the Trustee or with one or more paying agents (if other than the Trustee) an amount of money sufficient to redeem on the redemption date all of such Offered Securities so called for redemption at the appropriate redemption price, together with accrued interest to, but not including, the date fixed for redemption. Unless the Company defaults in payment of the redemption price, plus interest accrued to the redemption date, commencing on the redemption date interest on such Offered Securities called for redemption will cease to accrue and Holders of such Offered Securities will have no rights with respect to such Offered Securities except the right to receive the redemption price and any unpaid interest to, but not including, the redemption date.

Notice of any redemption of Offered Securities may, at the Company's discretion, be given subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in the Parent or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived on or prior to the Business Day immediately preceding the relevant redemption date. The Company shall notify Holders of any such rescission as soon as practicable after the Company determines that such conditions precedent will not be able to be satisfied or the Company is not able or willing to waive such conditions precedent. The Trustee shall not have any duty to determine or verify the determination of whether any one or more of the conditions precedent have been satisfied.

If fewer than all of the Offered Securities of a particular series are being redeemed, the Trustee will select such Offered Securities to be redeemed pro rata, by lot or by any other method the Trustee in its sole discretion deems fair and appropriate, in accordance with the Depositary's procedures. Offered Securities of $150,000 principal amount or less will not be redeemed in part. Upon surrender of any Offered Security redeemed in part, the Holder will receive a new Offered Security equal in principal amount to the unredeemed portion of the surrendered Offered Security.

In addition, the Company may at any time purchase Offered Securities of a particular series by tender, in the open market or by private agreement, subject to applicable law.

(7) The Offered Securities will not have the benefit of any sinking fund.

(8) Payment of the principal of, premium, if any, and interest on, the Offered Securities shall be payable in U.S. dollars.

(9) Except as provided herein, the Holders of the Offered Securities shall have no special rights in addition to those provided in the Base Indenture upon the occurrence of any particular events.

(10) The Offered Securities will be senior unsecured and unsubordinated obligations of the Company and will rank equally among themselves and with all other existing and future unsecured and unsubordinated debt obligations of the Company.

(11) The Offered Securities are not convertible into shares of common stock or other securities of the Company.

(12) The Parent or any of its Subsidiaries, including the Company, may at any time and from time to time purchase the Offered Securities in the open market or otherwise.

(13) The additional restrictive covenants and Event of Default set forth in Sections 1.4 and 1.5 shall be applicable to the Offered Securities.

Section 1.2 Additional Defined Terms.

As used herein, the following defined terms shall have the following meanings with respect to the Offered Securities only:

"**2012 Note Purchase Agreement**" means the Note Purchase Agreements, each dated as of December 4, 2012, as amended and restated by the Amended and Restated Note Purchase Agreement dated as of March 31, 2015, which was amended by that certain First Amendment dated as of January 23, 2017, as further amended and restated pursuant to the Second Amendment dated as of March 5, 2019, which was further amended on March 19, 2021, and as may be further amended, restated, supplemented or otherwise modified, by and among STERIS Corporation, the guarantors party thereto and the purchasers named therein, governing STERIS Corporation's (A) 3.55% Senior Notes, Series A-3A, due December 4, 2027 in principal amount of $12,500,000 and (B) 3.55% Senior Notes, Series A-3B, due December 4, 2027 in principal amount of $12,500,000.

"**2015 Note Purchase Agreement**" means the Note Purchase Agreements, each dated as of May 15, 2015, as amended by that certain First Amendment dated as of January 23, 2017 and as amended and restated as of March 5, 2019 pursuant to the Second Amendment dated as of March 5, 2019, which was further amended on March 19, 2021, and as may be further amended, restated, supplemented or otherwise modified, by and among STERIS Corporation, the guarantors party thereto and the purchasers named therein, governing STERIS Corporation's (A) 3.55% Senior Notes, Series A-2, due May 14, 2027 in principal amount of $125,000,000 and (B) 3.70% Senior Notes, Series A-3, due May 14, 2030 in principal amount of $100,000,000.

"**2017 Note Purchase Agreement**" means the Note Purchase Agreements, each dated as of January 23, 2017, as amended and restated pursuant to the First Amendment dated as of March 5, 2019, which was further amended on March 19, 2021, and as may be further amended, restated, supplemented or otherwise modified, by and among STERIS Limited, the guarantors party thereto and the purchasers named therein, governing STERIS Limited's (A) 3.93% Senior Notes, Series A-1, due February 27, 2027 in principal amount of $50,000,000, (B) 1.86% Senior Notes, Series A-2, due February 27, 2027 in principal amount of €60,000,000, (C) 4.03% Senior Notes, Series A-3, due February 27, 2029 in principal amount of $45,000,000, (D) 2.04% Senior Notes, Series A-4, due February 27, 2029 in principal amount of €20,000,000, (E) 3.04% Senior Notes, Series A-5, due February 27, 2029 in principal amount of £45,000,000, (F) 2.30% Senior Notes, Series A-6, due February 27, 2032 in principal amount of €19,000,000 and (G) 3.17% Senior Notes, Series A-7, due February 27, 2032 in principal amount of £30,000,000.

"**2021 Indenture**" means the Base Indenture, as supplemented by the First Supplemental Indenture, dated as of April 1, 2021, among the Company, the Guarantors party thereto and the Trustee, governing the Company's 2.700% Senior Notes due 2031 and 3.750% Senior Notes due 2051, as amended, supplemented or otherwise modified (other than by this Second Supplemental Indenture).

"**Acquisition**" means the acquisition by STERIS Corporation, directly or indirectly, of all of the equity interests of Xodus Medical, Inc., a specialty surgical products business based in Pennsylvania, and certain related entities ("**Xodus**") pursuant to the Acquisition Agreement.

"**Acquisition Agreement**" means that certain Purchase and Sale Agreement, dated as of October 11, 2026, among STERIS Corporation and Craig E. Kaforey, individually, as trustee of the Craig E. Kaforey Legacy Trust and as seller's representative, and Mark A. Kaforey, individually and as trustee of the Mark A. Kaforey Legacy Trust (collectively, the "**Sellers**") (as further amended, modified, supplemented or waived).

"**Additional Offered Securities**" means additional Offered Securities of a series (other than the Initial Offered Securities of such series), issued under an indenture supplemental to the Base Indenture in accordance with Section 1.1 hereof as part of the same series as the applicable series of Initial Offered Securities.

"**Attributable Debt"** in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value discounted at the rate of interest implicit in the terms of the lease (as determined in good faith by the Company) of the obligations of the lessee under such lease for net rental payments during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the Parent, be extended).

"**Change of Control**" means the occurrence of any one of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Parent and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than the Parent or one of its Subsidiaries;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person (including any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act)) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding Voting Stock of the Parent or any other Voting Stock into which the Voting Stock of the Parent is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares;

(3) the Parent consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Parent, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Parent (or any other Voting Stock into which the Voting Stock of the Parent is reclassified, consolidated, exchanged or changed) is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Voting Stock of the Parent (or any other Voting Stock into which the Voting Stock of the Parent is reclassified, consolidated, exchanged or changed) outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person immediately after giving effect to such transaction;

(4) the Parent ceases to own, directly or indirectly, 100% of the outstanding capital stock of the Company; or

(5) the adoption of a plan relating to the liquidation or dissolution of the Parent.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control under clause (2) above if (i) the Parent becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the holders having ultimate beneficial ownership of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders having beneficial ownership of the Parent's Voting Stock immediately prior to that transaction.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event.

"**Consolidated Total Assets**" means, as of any date of determination, the net book value of all assets of the Parent and its Subsidiaries as shown in the most recent annual or quarterly consolidated balance sheet of the Parent.

"**Credit Facilities**" means (i) the Delayed Draw Term Loan Agreement, dated as of November 4, 2026 (as further amended, supplemented or otherwise modified), among the Company, as borrower, the Parent, STERIS Limited and STERIS Corporation, as guarantors, the other guarantors party thereto from time to time, the lenders party thereto from time to time and J.P. Morgan SE, as administrative agent, providing for a delayed draw term loan facility in an aggregate principal amount of up to $500,000,000, and (ii) the New Revolving Credit Agreement, dated as of November 4, 2026 (as further amended, supplemented or otherwise modified), among the Parent, STERIS Limited, STERIS Corporation and the Company, each as a borrower and a guarantor, the other guarantors party thereto from time to time, lenders party thereto from time to time and JPMorgan Chase Bank, N.A. and J.P. Morgan SE, as administrative agents, providing for a senior unsecured revolving credit facility in an aggregate principal amount of up to $1,600,000,000.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"**Fitch**" means Fitch Ratings, Inc., or any of its successors and assigns that is a Nationally Recognized Statistical Rating Organization.

"**Funded Debt**" means debt which matures more than one year from the date of creation, or which is extendable or renewable at the sole option of the obligor so that it may become payable more than one year from such date or which is classified, in accordance with GAAP, as long-term debt on the consolidated balance sheet for the most-recently ended fiscal quarter (or if incurred subsequent to the date of such balance sheet, would have been so classified) of the person for which the determination is being made. Funded Debt does not include (1) obligations created pursuant to leases, (2) any debt or portion thereof maturing by its terms within one year from the time of any computation of the amount of outstanding Funded Debt unless such debt shall be extendable or renewable at the sole option of the obligor in such manner that it may become payable more than one year from such time, or (3) any debt for which money in the amount necessary for the payment or redemption of such debt is deposited in trust either at or before the maturity date thereof.

"**GAAP**" means accounting principles generally accepted in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements, and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, that are applicable to the circumstances as of the date of determination, consistently applied.

"**Hedge Agreements**" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, forward contracts and other similar agreements.

"**Investment Grade**" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's), a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P) and a rating of BBB- or better by Fitch (or its equivalent under any successor rating category of Fitch) and the equivalent investment grade rating from any replacement Rating Agency or Rating Agencies appointed by the Parent.

"**Issue Date**" means November 24, 2026, the original issue date of the Initial Offered Securities.

"**Lien**" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

"**Margin Stock**" has the meaning provided in Regulation U.

"**Material Adverse Effect**" means a material adverse effect on (a) the financial condition or results of operations of the Parent and its Subsidiaries, taken as a whole, (b) the ability of the Company and the Guarantors, taken as a whole, to perform their obligations under the Indenture or (c) the validity or enforceability of the Indenture or the Offered Securities.

"**Material Credit Facility**" means:

(a) the Credit Facilities, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof;

(b) the 2017 Note Purchase Agreement, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof;

(c) the 2015 Note Purchase Agreement, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof;

(d) the 2012 Note Purchase Agreement, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof;

(e) the 2021 Indenture, including any renewals, extensions, amendments, supplements, restatements, replacements or refinancing thereof; and

(f) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the Issue Date by the Parent or any of its Subsidiaries, or in respect of which the Parent or any of its Subsidiaries is an obligor or otherwise provides a guarantee or other credit support, in a principal amount outstanding or available for borrowing equal to or greater than $250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency).

"**Moody's**" means Moody's Investors Service, Inc., or any of its successors and assigns that is a Nationally Recognized Statistical Rating Organization.

"**Nationally Recognized Statistical Rating Organization**" means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act.

"**Offered Securities**" means the Initial Offered Securities and any Additional Offered Securities that may be issued under an indenture supplemental to the Base Indenture; *provided* that if the Additional Offered Securities are not fungible with the applicable series of Offered Securities for U.S. federal income tax purposes, the Additional Offered Securities will have a separate CUSIP number.

"**Pending Transaction**" means a pending acquisition (including, for the avoidance of doubt, the Acquisition) or investment, or refinancing, prepayment, repayment, redemption, repurchase, settlement, discharge or defeasance of existing indebtedness.

"**Permitted Encumbrances**" means:

(1) judgment liens;

(2) statutory and contractual Liens in favor of a landlord on real property leased or subleased by or to the Parent or any of its Subsidiaries; *provided* that, if the lease or sublease is to the Parent or any of its Subsidiaries, the Parent or such Subsidiary, as applicable, is current with respect to payment of all rent and other amounts due to the lessor or sublessor under any lease or sublease of such real property, except where the failure to be current in payment would not, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect;

(3) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with a securities intermediary; *provided* that such deposit accounts or funds and securities accounts or other financial assets are not established or deposited for the purpose of providing collateral for any debt and are not subject to restrictions on access by the Parent or any of its Subsidiaries in excess of those required by applicable banking regulations;

(4) Liens arising by virtue of Uniform Commercial Code financing statement filings (or similar filings under applicable law) regarding operating leases entered into by the Parent or any of its Subsidiaries in the ordinary course of business;

(5) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(6) Liens solely on any cash earnest money deposits made by the Parent or any of its Subsidiaries in connection with any letter of intent or purchase agreement relating to an acquisition;

(7) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Parent or any of its Subsidiaries in the ordinary course of business and permitted by the Indenture;

(8) options, put and call arrangements, rights of first refusal and similar rights relating to investments in joint ventures, partnerships and the like; and

(9) Liens securing obligations in respect of letters of credit, bank guarantees, warehouse receipts or similar instruments issued to support performance obligations (other than obligations in respect of debt) and trade-related letters of credit, in each case, outstanding on the Issue Date or issued thereafter in and covering the goods (or the documents of title in respect of such goods) financed by such letters of credit, banker's acceptances or bank guarantees and the proceeds and products thereof.

"**Permitted Liens**" means:

(1) Liens for taxes not yet due or that are being actively contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP;

(2) other statutory, common law or contractual Liens incidental to the conduct of its business or the ownership of its property and assets that (A) were not incurred in connection with the borrowing of money or the obtaining of advances or credit, and (B) do not in the aggregate materially detract from the value of its property or assets or materially impair the use thereof in the operation of its business;

(3) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(4) pledges or deposits to secure the performance of bids, trade contracts and leases (other than debt), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(5) Liens on property or assets to secure obligations owing to the Parent or any of its Subsidiaries;

(6) (A) purchase money Liens on fixed assets or for the deferred purchase price of property; *provided* that such Lien is limited to the purchase price and only attaches to the property being acquired, constructed or improved and, for the avoidance of doubt, proceeds thereof and (B) capital or finance leases;

(7) easements, zoning restrictions or other minor defects or irregularities in title of real property not interfering in any material respect with the use of such property in the business of the Parent or any of its Subsidiaries;

(8) Liens existing on the Issue Date;

(9) Liens on Receivables Related Assets of a Receivables Subsidiary in connection with the sale of such Receivables Related Assets;

(10) in addition to the Liens permitted herein, additional Liens, so long as the aggregate principal amount of all debt and other obligations of the Parent and its Subsidiaries secured by such Liens, when taken together with, without duplication, the principal amount of all debt of Subsidiaries that are not Guarantors, does not exceed an amount equal to 10.0% of the Consolidated Total Assets at the time such debt or other obligation is created or incurred;

(11) Permitted Encumbrances;

(12) any Lien existing on any property or asset prior to the acquisition thereof by the Parent or any of its Subsidiaries or existing on any property or assets of any Person at the time such Person becomes a Subsidiary of the Parent after the Issue Date; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary of the Parent, as the case may be, and (ii) such Lien does not apply to any other property or assets of the Parent or any of its Subsidiaries (other than Persons who become a Subsidiary of the Parent in connection with such acquisition);

(13) Liens arising in connection with any margin posted related to Hedge Agreements entered into other than for speculative purposes;

(14) any extension, renewal or replacement (or successive renewals or replacements) in whole or in part of any Lien referred to in clauses (6), (8), (10) and (12) of this definition; *provided* that (x) the principal amount of the obligations secured thereby shall be limited to the principal amount of the obligations secured by the Lien so extended, renewed or replaced (and, to the extent provided in such clauses, extensions, renewals and replacements thereof), (y) such Lien shall be limited to all or a part of the assets that secured the obligation so extended, renewed or replaced and (z) in the case of any extension, renewal or replacement (or successive renewals or replacements) in whole or in part of any Lien referred to in clause (10) of this definition such extension, renewal or replacement (or successive renewals or replacements) shall utilize basket capacity under such clause (10) prior to any excess amount not permitted thereunder being permitted under this clause (14);

(15) Liens on the products and proceeds (including, without limitation, insurance condemnation and eminent domain proceeds) of and accessions to, and contract or other rights (including rights under insurance policies and product warranties) derivative of or relating to, property subject to Liens under any of the clauses of this definition; and

(16) Liens on the proceeds of indebtedness deposited with a trustee or paying agent (if other than the trustee) or otherwise segregated or held in trust or under an escrow or other funding arrangement with respect to a Pending Transaction prior to the consummation of such Pending Transaction.

"**Permitted Receivables Facility**" means an accounts receivable facility established by the Receivables Subsidiary and one or more of the Parent or its Subsidiaries, whereby the Parent or its Subsidiaries shall have sold or transferred the accounts receivables of the Parent or its Subsidiaries to the Receivables Subsidiary which in turn transfers to a buyer, purchaser or lender undivided fractional interests in such accounts receivable, so long as (a) no portion of the debt or any other obligation (contingent or otherwise) under such Permitted Receivables Facility shall be guaranteed by the Parent or any of its Subsidiaries (other than the Receivables Subsidiary), (b) there shall be no recourse or obligation to any of the Parent or its Subsidiaries (other than the Receivables Subsidiary) whatsoever other than pursuant to representations, warranties, covenants and indemnities entered into in the ordinary course of business in connection with such Permitted Receivables Facility that in the reasonable opinion of the Parent are customary for securitization transactions, and (c) none of the Parent or its Subsidiaries (other than the Receivables Subsidiary) shall have provided, either directly or indirectly, any other credit support of any kind in connection with such Permitted Receivables Facility, other than as set forth in clause (b) of this definition.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**Property**" means any property or asset, whether real, personal or mixed, including current assets, but excluding deposit or other control accounts, owned on the Issue Date or thereafter acquired by the Parent or any of its Subsidiaries.

"**Rating Agency**" means each of Moody's, S&P and Fitch; provided that if any of Moody's, S&P or Fitch ceases to provide rating services to issuers or investors, the Parent may appoint a replacement that is a Nationally Recognized Statistical Rating Organization for such Rating Agency.

"**Rating Event**" means:

(1) if the Offered Securities are rated Investment Grade by at least two of the three Rating Agencies on the first day of the Trigger Period, the Offered Securities cease to be rated Investment Grade by at least two of the three Rating Agencies on any date during the Trigger Period, or

(2) if the Offered Securities are not rated Investment Grade by at least two of the three Rating Agencies on the first day of the Trigger Period, the Offered Securities are downgraded by at least one rating category (e.g., from BB+ to BB or Ba1 to Ba2) from the applicable rating of the Offered Securities on the first day of the Trigger Period by at least two of the three Rating Agencies on any date during the Trigger Period;

provided that if, on the first day of any Trigger Period, the Offered Securities are not rated by at least two of the three Rating Agencies, a Rating Event shall be deemed to have occurred.

"**Receivables Related Assets**" means, collectively, accounts receivable, instruments, chattel paper, obligations, general intangibles and other similar assets, in each case relating to receivables subject to the Permitted Receivables Facility, including interests in merchandise or goods, the sale or lease of which gave rise to such receivables, related contractual rights, guaranties, insurance proceeds, collections and proceeds of all of the foregoing.

"**Receivables Subsidiary**" means a wholly-owned Subsidiary of the Parent that has been established as a "bankruptcy remote" subsidiary for the sole purpose of acquiring accounts receivable under the Permitted Receivables Facility and that shall not engage in any activities other than in connection with the Permitted Receivables Facility.

"**Regulation U**" means Regulation U issued by the Board of Governors of the Federal Reserve System.

"**Restricted Margin Stock**" means Margin Stock owned by the Parent and its Subsidiaries the value of which (determined as required under clause (2)(i) of the definition of "Indirectly Secured" set forth in Regulation U) represents not more than 33% of the aggregate value (determined as required under clause (2)(i) of the definition of "Indirectly Secured" set forth in Regulation U), on a consolidated basis, of the property and assets of the Parent and its Subsidiaries (excluding any Margin Stock) that is subject to Section 1.4(1).

"**S&P**" means S&P Global Ratings, a division of S&P Global Inc., or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"**Senior Funded Debt**" means all Funded Debt of the Parent and its Subsidiaries (except Funded Debt, the payment of which is subordinated to the payment of the Offered Securities).

"**Trigger Period**" means the period commencing 60 days prior to the first public announcement by the Parent of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which Trigger Period will be extended following consummation of a Change of Control for so long as any of the Rating Agencies has publicly announced that it is considering a possible ratings change).

"**Unrestricted Margin Stock**" means any Margin Stock owned by the Parent or its Subsidiaries which is not Restricted Margin Stock.

"**Voting Stock**" of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

Section 1.3 Guarantees.

(1) The Offered Securities shall have the benefit of Guarantees by each of the Guarantors, on the terms set forth in Article XV of the Base Indenture, until such Guarantor is released as a Guarantor in accordance with clause (3) below. Each Guarantor hereby confirms its Guarantee of the Offered Securities and confirms the applicability of the provisions of the Base Indenture to such Guarantor with respect to the Offered Securities.

(2) After the Issue Date, the Parent shall cause each Subsidiary that becomes a borrower under, incurs or guarantees indebtedness under any Material Credit Facility to, within 30 days, (A) execute and deliver to the Trustee a supplemental indenture to the Base Indenture in form satisfactory to the Trustee pursuant to which such Subsidiary shall Guarantee all of the Company's Obligations under the Offered Securities and the Indenture with respect to the Offered Securities and (B) deliver to the Trustee an Officer's Certificate and an Opinion of Counsel to the effect that (i) such supplemental indenture and Guarantee of the Offered Securities has been duly executed and authorized and (ii) such supplemental indenture and Guarantee of the Offered Securities constitutes a valid, binding and enforceable obligation of such Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws and except insofar as enforcement thereof is subject to general principles of equity. Any such Guarantee of the Offered Securities shall be equal ("pari passu") or senior in right of payment with the guarantee or other obligation giving rise to the obligation to Guarantee the Offered Securities.

(3) Each Guarantee of the Offered Securities shall be automatically and unconditionally released and discharged:

(A) (1) in the case of a Subsidiary Guarantor, upon the sale, transfer or other disposition (including by way of consolidation or merger) of such Subsidiary Guarantor, other than to the Parent or a Subsidiary of the Parent and as permitted by the Indenture;

(2) in the case of a Subsidiary Guarantor, upon the sale, transfer or other disposition of all or substantially all the assets of such Subsidiary Guarantor, other than to the Parent or a Subsidiary of the Parent and as permitted by the Indenture;

(3) in the case of a Subsidiary Guarantor, at such time as such Subsidiary Guarantor is no longer a borrower under or no longer guarantees any Material Credit Facility;

(4) the Company's exercise of its legal defeasance option or covenant defeasance option in accordance with Section 11.03 of the Base Indenture or the discharge of the Company's Obligations under the Indenture in accordance with the terms of the Indenture;

(5) as provided in Section 9.01(e) of the Base Indenture; or

(6) in the case of the Parent, if the Company ceases for any reason to be a Subsidiary of the Parent; provided that all guarantees and other obligations of the Parent in respect of all other indebtedness under any Material Credit Facility of the Company terminate upon the Company ceasing to be a Subsidiary of the Parent; provided further that this clause (6) shall not apply if the Company ceases to be a Subsidiary of the Parent as a result of the merger or consolidation of the Company with and into another Subsidiary of the Parent as permitted by the Indenture; and

(B) upon such Guarantor delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction or release have been complied with.

In the case of clause (3)(A)(3) of this Section 1.3, in the event that any released Subsidiary Guarantor thereafter borrows money, incurs or guarantees indebtedness under any Material Credit Facility, such former Subsidiary Guarantor shall again provide a Guarantee of the Offered Securities in accordance with clause (2) of this Section 1.3.

Section 1.4 Additional Covenants.

The following additional covenants shall apply with respect to the Offered Securities, so long as any of the Offered Securities remain Outstanding (but subject to defeasance, as provided in Section 11.03 of the Base Indenture):

(1) Limitation on Liens.

The Parent will not, and will not permit any of its Subsidiaries to, create, incur, issue, assume or guarantee any debt secured by a Lien (other than Permitted Liens) upon any of its property or assets (other than Unrestricted Margin Stock), or any shares of stock or evidences of indebtedness issued by any of its Subsidiaries and owned by the Parent or by any other of its Subsidiaries, owned on or after the Issue Date, without making effective provision to secure all of the Offered Securities, equally and ratably with any and all other debt secured thereby, so long as any of such other debt shall be so secured.

(2) Limitation on Sale and Leaseback Transactions.

The Parent will not, and will not permit any Subsidiary to, enter into any arrangement with any Person providing for the leasing by the Parent or any Subsidiary of any Property that has been or is to be sold or transferred by the Parent or such Subsidiary to such Person, with the intention of taking back a lease of such Property (a "**Sale and Leaseback Transaction**") unless either:

(a) within 12 months after the receipt of the proceeds of the sale or transfer, the Parent or any Subsidiary apply an amount equal to the greater of the net proceeds of the sale or transfer or the fair value (as determined in good faith by the Parent's Board of Directors) of such Property at the time of such sale or transfer to the prepayment or retirement (other than any mandatory prepayment or retirement) of Senior Funded Debt; or

(b) the Parent or such Subsidiary would be entitled, at the effective date of the sale or transfer, to incur debt secured by a Lien on such Property in an amount at least equal to the Attributable Debt in respect of the Sale and Leaseback Transaction, without equally and ratably securing the Offered Securities pursuant to Section 1.4(1).

The foregoing restriction in the paragraph above will not apply to any Sale and Leaseback Transaction (i) for a term of not more than three years including renewals; (ii) between the Parent and a Subsidiary or between Subsidiaries; provided that the lessor is the Parent or a wholly owned Subsidiary; or (iii) entered into within 270 days after the later of the acquisition or completion of construction of the subject Property.

(3) Special Mandatory Redemption.

(a) If (i) the Acquisition is not consummated on or prior to the later of (x) January 11, 2028 and (y) the date that is five Business Days after any later date to which the Sellers and STERIS Corporation may agree to extend the "Outside Date" in the Acquisition Agreement (the "**Special Mandatory Redemption End Date**") or (ii) the Acquisition Agreement is terminated (each, a "**Special Mandatory Redemption Event**"), the Company will be required to redeem all of the Offered Securities then Outstanding on the Special Mandatory Redemption Date (as defined below) at the Special Mandatory Redemption Price (as defined below). Notice of a special mandatory redemption will be mailed (or otherwise delivered to Holders in accordance with the procedures of DTC) promptly after the occurrence of the Special Mandatory Redemption Event (and in any event no later than 2:00 p.m., New York City time, on the fifth Business Day immediately following such event) to the Trustee and each Holder of the Offered Securities and will otherwise comply with Section 3.02 of the Base Indenture to the extent applicable; *provided* that the notice periods set forth in Section 3.02 of the Base Indenture shall not apply. In the event that the Company has insufficient funds to redeem all of the Offered Securities then Outstanding on the Special Mandatory Redemption Date, the Parent shall, on behalf of the Company, acquire, or cause to be acquired, all such Offered Securities in accordance with this Section 1.4(3).

(b) As used herein:

"**Special Mandatory Redemption Date**" means the earlier to occur of (1) if the Acquisition has not been consummated on or prior to the Special Mandatory Redemption End Date, the 14th day (or, if such day is not a Business Day, the first Business Day thereafter) following the Special Mandatory Redemption End Date and (2) the 30th day (or if such day is not a Business Day, the first Business Day thereafter) following the termination of the Acquisition Agreement for any reason.

"**Special Mandatory Redemption Price**" means 101% of the aggregate principal amount of the Offered Securities then Outstanding, plus accrued and unpaid interest to, but not including, the Special Mandatory Redemption Date.

(4) Change of Control Triggering Event.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its right to redeem the Offered Securities pursuant to Section 1.1(6) hereof, the Company shall make an offer, for cash (a "**Change of Control Offer**") to each Holder to repurchase all or any part (equal to $150,000 or any integral multiples of $1,000 in excess thereof) of each Holder's Offered Securities at a repurchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, on the Offered Securities repurchased to, but not including, the date of repurchase, subject to the rights of Holders of Offered Securities on the relevant regular record date to receive interest due on the relevant Interest Payment Date (the "**Change of Control Payment**").

(b) Within 30 days following any Change of Control Triggering Event, or at the Company's option, prior to any Change of Control but after the public announcement of the pending Change of Control, the Company shall send a notice to Holders of the Offered Securities (in the case of Global Securities, electronically through the procedures of DTC), with a copy to the Trustee, describing the transaction or transactions that constitute the Change of Control Triggering Event, stating:

(i) that the Change of Control Offer is being made pursuant to this Section 1.4(4) and that all Offered Securities tendered will be accepted for payment;

(ii) the repurchase price and the repurchase date, which shall be no earlier than 30 days and no later than 60 days from the date such notice is sent (the "**Change of Control Payment Date**");

(iii) that any Offered Security not tendered will continue to accrue interest;

(iv) that, unless the Company defaults in the payment of the Change of Control Payment, all Offered Securities accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date;

(v) that Holders electing to have any Offered Securities repurchased pursuant to a Change of Control Offer shall be required to surrender their Offered Securities, with the form entitled "**Option of Holder to Elect Purchase**" on the reverse of the Offered Security, or such other customary documents of surrender and transfer as the Company may reasonably request, duly completed, to the paying agent as specified in the notice, or transfer their Offered Securities to the paying agent by book-entry transfer pursuant to the applicable procedures of the paying agent, prior to the close of business on the third Business Day prior to the Change of Control Payment Date;

(vi) that Holders shall be entitled to withdraw their election if the paying agent receives, no later than the close of business on the second Business Day preceding the Change of Control Payment Date, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Offered Securities delivered for repurchase, and a statement that such Holder is withdrawing his election to have the Offered Securities repurchased;

(vii) that Holders whose Offered Securities are being repurchased only in part will be issued new Offered Securities equal in principal amount to the unpurchased portion of the Offered Securities surrendered, which unpurchased portion must be equal to $150,000 in principal amount or an integral multiple of $1,000 above that amount; and

(viii) if such notice is sent prior to the date of consummation of the Change of Control, that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date.

(c) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Offered Securities as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 1.4(4), the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 1.4(4) by virtue of such compliance.

(d) On the Change of Control Payment Date, the Company shall, to the extent lawful,

(i) accept for payment all the Offered Securities or portions thereof properly tendered and not withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all the Offered Securities or portions of the Offered Securities accepted for payment; and

(iii) deliver or cause to be delivered to the Trustee the Offered Securities properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Offered Securities or portions of Offered Securities being purchased by the Company.

(e) The paying agent will promptly send to each Holder of Offered Securities accepted for payment the Change of Control Payment for such Offered Securities deposited pursuant to Section 1.4(4)(d)(ii), and the Trustee will promptly authenticate and send (or cause to be transferred by book entry) to each Holder a new Offered Security equal in principal amount to any unpurchased portion of the Offered Securities surrendered, if any; provided that each new Offered Security will be in a principal amount of $150,000 or any integral multiple of $1,000 in excess thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(f) Notwithstanding anything herein or in the Base Indenture to the contrary, the Company shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 1.4(4) and purchases all Offered Securities properly tendered and not withdrawn under the Change of Control Offer; or (ii) notice of redemption has been given pursuant to Section 3.02 of the Base Indenture, unless and until there is a default in the payment of the applicable redemption price.

Section 1.5 Additional Event of Default.

The following additional event shall be established and shall constitute an "Event of Default" under Section 6.01(a) of the Base Indenture with respect to the Offered Securities so long as any of the Offered Securities remain Outstanding:

"(10) a failure by the Company to (a) redeem all Outstanding Offered Securities following the occurrence of a Special Mandatory Redemption Event in conformity with Section 1.4(3) of the Second Supplemental Indenture or (b) repurchase Offered Securities tendered for repurchase following the occurrence of a Change of Control Triggering Event in conformity with Section 1.4(4) of the Second Supplemental Indenture."

This Event of Default shall no longer apply to the Offered Securities upon the Company's exercise of its covenant defeasance option with respect to such series in accordance with Section 11.03 of the Base Indenture.

Section 1.6 Modification to Supplemental Indentures with Consent of Securityholders.

Section 9.02(iii) of the Base Indenture is hereby amended and restated as follows with respect to the Offered Securities so long as any of the Offered Securities remain Outstanding:

"(iii) reduce any premium, if any, payable on the redemption or required repurchase of any Security of such series or change the date on which any Securities of such series may be redeemed or required to be repurchased (which modification or amendment, only with respect to a Change of Control Triggering Event, is made after the time an offer to repurchase the Securities is required to have been made);"

ARTICLE II
MISCELLANEOUS

Section 2.1 Definitions.

Capitalized terms used but not defined in this Second Supplemental Indenture shall have the meanings ascribed thereto in the Base Indenture.

Section 2.2 Confirmation of Indenture.

The Base Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this Second Supplemental Indenture and all indentures supplemental thereto with respect to the Offered Securities shall be read, taken and construed as one and the same instrument; *provided* that the provisions of this Second Supplemental Indenture and any such indentures supplemental thereto apply solely with respect to the Offered Securities.

Section 2.3 Concerning the Trustee.

In carrying out the Trustee's responsibilities hereunder, the Trustee shall have all of the rights, protections and immunities which it possesses under the Indenture. The recitals contained herein and in the Offered Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture or of the Offered Securities. The Trustee shall not be accountable for the use or application by the Company of the Offered Securities or the proceeds thereof.

Section 2.4 Governing Law.

This Second Supplemental Indenture and the Offered Securities shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

Section 2.5 Separability.

In case any provision in this Second Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.6 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 2.7 No Benefit.

Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the Holders of the Offered Securities, any benefit or legal or equitable rights, remedy or claim under this Second Supplemental Indenture or the Base Indenture.

Section 2.8 Judgment Currency.

The Company and each of the Guarantors, jointly and severally, agree to indemnify each Holder against any loss incurred by such Holder as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "**judgment currency**") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the judgment currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and each Guarantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed all as of the day and year first above written.

STERIS IRISH FINCO UNLIMITED COMPANY, as the Company

By: /s/ Karen L. Burton
Name: Karen L. Burton
Title: Director

STERIS PLC, as a Guarantor

By: /s/ Karen L. Burton
Name: Karen L. Burton
Title: Senior Vice President and Chief Financial Officer

STERIS LIMITED, as a Guarantor

By: /s/ Karen L. Burton
Name: Karen L. Burton
Title: Director

STERIS CORPORATION, as a Guarantor

By: /s/ Karen L. Burton
Name: Karen L. Burton
Title: Senior Vice President and Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Quinton M. DePompolo
Name: Quinton M. DePompolo
Title: Vice President

[Signature Page to Second Supplemental Indenture]

EXHIBIT A

FORM OF 5.650% SENIOR NOTES

[*Insert the Global Security legend*]

5.650% SENIOR NOTES DUE 2033

No. [ ] $[ ]

CUSIP No. 85917P AC1

ISIN No. US85917PAC14

STERIS IRISH FINCO UNLIMITED COMPANY

promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] Dollars on December 15, 2033.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

Each Holder of this Security (as defined below), by accepting the same, agrees to and shall be bound by the provisions hereof and of the Indenture described herein, and authorizes and directs the Trustee described herein on such Holder's behalf to be bound by such provisions. Each Holder of this Security hereby waives all notice of the acceptance of the provisions contained herein and in the Indenture and waives reliance by such Holder upon said provisions.

This Security shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose, until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee. The provisions of this Security are continued on the reverse side hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in accordance with Section 2.04 of the Base Indenture.

Date: [ ]

STERIS IRISH FINCO UNLIMITED COMPANY

By: _____
Name: [•]
Title: [•]

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: [ ]

STERIS Irish FinCo Unlimited Company

5.650% Senior Notes due 2033

This security is one of a duly authorized series of debt securities of STERIS Irish FinCo Unlimited Company, a public unlimited company incorporated under the laws of Ireland (the "Company"), issued or to be issued in one or more series under and pursuant to an Indenture for the Company's senior debt securities, dated as of April 1, 2021 (the "Base Indenture"), duly executed and delivered by and among the Company, each of the Guarantors party thereto and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee (the "Trustee"), as supplemented by the Second Supplemental Indenture, dated as of November 24, 2026 (the "Second Supplemental Indenture"), by and among the Company, the Guarantors party thereto and the Trustee. The Base Indenture as supplemented and amended by the Second Supplemental Indenture is referred to herein as the "Indenture." By the terms of the Base Indenture, the debt securities issuable thereunder are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Base Indenture. This security is one of the series designated on the face hereof (individually, a "Security," and collectively, the "Securities"), and reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities of the Trustee, the Company, the Guarantors and the holders of the Securities (the "Holders"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Base Indenture or the Second Supplemental Indenture, as applicable.

1. Interest. The Company promises to pay interest on the principal amount of this Security at an annual rate of 5.650%. The Company will pay interest semi-annually on June 15 and December 15 of each year (each such day, an "Interest Payment Date"). If the date of maturity of interest or principal of this Security or the date of redemption of this Security shall not be a Business Day, then payment of principal, premium, if any, or interest or principal and premium, if any, may be made on the next succeeding Business Day with the same force and effect as if made on the date that payment was due, and no interest shall accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day. Interest on the Securities will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of issuance; provided that, the first Interest Payment Date shall be June 15, 2027[1]. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Company will pay interest on the Securities (except defaulted interest), if any, to the persons in whose name such Securities are registered at the close of business on the regular record date referred to on the facing page of this Security for such interest installment. In the event that the Securities or a portion thereof are called for redemption and the redemption date is subsequent to a regular record date with respect to any Interest Payment Date and prior to such Interest Payment Date, interest on such Securities will be paid upon presentation and surrender of such Securities as provided in the Indenture. The principal of and the interest on the Securities shall be payable in the coin or currency of the United States of America that at the time is legal tender for public and private debt, at the office or agency of the Company maintained for that purpose in accordance with the Indenture.

3. Paying Agent and Registrar. Initially, U.S. Bank Trust Company, National Association, the Trustee, will act as paying agent and Security Registrar. The Company may change or appoint any paying agent or Security Registrar without notice to any Holder. The Company, any Guarantor or any of their Subsidiaries may act in any such capacity.

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[1] NTD: To include only for Securities issued before June 15, 2027.

4. Indenture. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date the Indenture is qualified. The Securities are subject to all such terms, and Holders are referred to the Indenture and TIA for a statement of such terms. The Securities are unsecured senior obligations of the Company and constitute the series designated on the face hereof as the "5.650% Senior Notes due 2033", initially limited to $750,000,000 in aggregate principal amount. The Company will furnish to any Holder upon written request and without charge a copy of the Base Indenture and the Second Supplemental Indenture. Requests may be made to: STERIS Corporation, 5960 Heisley Rd., Mentor, OH 44060, Attention of the Treasurer.

5. [Special Mandatory Redemption. If (i) the Acquisition is not consummated on or prior to the later of (x) January 11, 2028 and (y) the date that is five Business Days after any later date to which the Sellers and STERIS Corporation may agree to extend the "Outside Date" in the Acquisition Agreement or (ii) the Acquisition Agreement is terminated, the Company will be required to redeem all of the Securities then Outstanding on the Special Mandatory Redemption Date at the Special Mandatory Redemption Price. Notice of a special mandatory redemption will be mailed (or otherwise delivered to Holders in accordance with the procedures of DTC) promptly after the occurrence of the Special Mandatory Redemption Event (and in any event no later than 2:00 p.m., New York City time, on the fifth Business Day immediately following such event) to the Trustee and each Holder of the Securities at its registered address. In the event that the Company has insufficient funds to redeem all of the Securities then Outstanding on the Special Mandatory Redemption Date, the Parent shall, on behalf of the Company, acquire, or cause to be acquired, all such Securities in accordance with the Indenture.][2]

6. Optional Redemption. The Securities are subject to optional redemption as set forth in the Indenture. This Security is also subject to redemption to the extent provided in Article XIV of the Base Indenture. The Company shall not be required to make sinking fund payments with respect to the Securities.

7. Change of Control Triggering Event. Upon a Change of Control Triggering Event, the Holders shall have the right to require the Company to offer to repurchase the Securities pursuant to Section 1.4(4) of the Second Supplemental Indenture.

8. Denominations, Transfer, Exchange. The Securities are in registered form without coupons in the denominations of $150,000 or any integral multiple of $1,000 in excess thereof, provided however, that all Securities shall be offered or allotted in minimum denominations, or for a minimum total consideration per investor, of at least €100,000 (or, if offered in another currency, the equivalent thereof) or as otherwise permitted by section 68(3) of the Companies Act 2014 of Ireland, as amended. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Securities may be exchanged or transferred at the office or agency maintained by the Company pursuant to Section 4.02 of the Base Indenture. No service charge shall be payable by a Holder for any exchange or registration of transfer of this Security, or for any issue of new Securities in case of partial redemption, but the Company may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith (other than any such taxes or other governmental charge payable upon exchange or registration of transfer pursuant to Sections 2.06, 3.03(b) and 9.04 of the Base Indenture). If the Securities are to be redeemed, the Company will not be required: (i) to issue, exchange or register the transfer of any Securities during a period beginning at the opening of business 15 days before the day of the mailing (or otherwise delivery in accordance with the procedures of DTC) of a notice of redemption of less than all the Outstanding Securities and ending at the close of business on the day of such mailing or other delivery; (ii) to register the transfer of or exchange any Securities or portions thereof called for redemption, in whole or in part, except the unredeemed portion of any such Security being redeemed in part; nor (iii) to register the transfer of or exchange a Security between the applicable record date and the next succeeding Interest Payment Date.

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2 NTD: Include only in Notes of this series issued prior to a Special Mandatory Redemption Event.

9. Persons Deemed Owners. The registered Holder may be treated as its owner for all purposes.

10. Repayment to the Company or the Guarantors. Any funds or Governmental Obligations deposited with any paying agent or the Trustee, or then held by the Company or any Guarantor, in trust for payment of principal of, premium, if any, or interest on the Securities that are not applied but remain unclaimed by the Holders of such Securities for at least two years after the date upon which the principal of, premium, if any, or interest on such Securities shall have respectively become due and payable, shall be repaid to the Company or such Guarantor, as applicable, or if then held by the Company or any Guarantor shall be discharged from such trust; and thereafter, the paying agent and the Trustee shall be released from all further liability with respect to such funds or Governmental Obligations, and the Holder of any of the Securities entitled to receive such payment shall thereafter, as an unsecured general creditor, look only to the Company or the Guarantors, as applicable, for the payment thereof.

11. Amendments, Supplements and Waivers. Subject to certain exceptions, the Indenture contains provisions permitting the Company, the Guarantors and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of such series to enter into supplemental indentures for the purpose of adding, changing or eliminating any provisions to the Base Indenture or supplemental indenture or indentures or of modifying in any manner not covered elsewhere in the Base Indenture the rights of the Holders of the Securities.

12. Defaults and Remedies. The Events of Default relating to the Securities are defined in the Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Guarantors, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

13. Trustee, Paying Agent and Security Registrar May Hold Securities. The Trustee, subject to certain limitations imposed by the TIA, or any paying agent or Security Registrar, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not Trustee, paying agent or Security Registrar.

14. No Recourse Against Others. The Indenture contains certain provisions pertaining to recourse under the Indenture or any Security, which provisions shall for all purposes have the same effect as if set forth herein.

15. Defeasance and Discharge of Indenture. The Indenture contains certain provisions pertaining to defeasance and discharge, which provisions shall for all purposes have the same effect as if set forth herein.

16. Authentication. This Security shall not be valid until the Trustee signs the certificate of authentication attached to the other side of this Security.

17. Guarantees. All payments by the Company under the Indenture and this Security are fully and unconditionally Guaranteed to the Holder of this Security by the Guarantors, as provided in the Indenture.

18. Additional Amounts. The Company and the Guarantors are obligated to pay Additional Amounts on this Security to the extent provided in Article XIV of the Base Indenture.

19. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. Governing Law. The Base Indenture, the Second Supplemental Indenture and this Security (including the terms of the Guarantees therein) shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 1.4(4) of the Second Supplemental Indenture, check the box:

☐ 1.4(4) Change of Control Triggering Event

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 1.4(4) of the Second Supplemental Indenture, state the amount: $.

Date: _____

Your Signature:
(Sign exactly as your name appears on the other side of the Security) Tax I.D. number

Signature Guarantee: _____
(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

EXHIBIT B

FORM OF 5.875% SENIOR NOTES

[*Insert the Global Security legend*]

5.875% SENIOR NOTES DUE 2036

No. [ ] $[ ]

CUSIP No. 85917P AD9

ISIN No. US85917PAD96

STERIS IRISH FINCO UNLIMITED COMPANY

promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] Dollars on December 15, 2036.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

Each Holder of this Security (as defined below), by accepting the same, agrees to and shall be bound by the provisions hereof and of the Indenture described herein, and authorizes and directs the Trustee described herein on such Holder's behalf to be bound by such provisions. Each Holder of this Security hereby waives all notice of the acceptance of the provisions contained herein and in the Indenture and waives reliance by such Holder upon said provisions.

This Security shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose, until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee. The provisions of this Security are continued on the reverse side hereof, and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed in accordance with Section 2.04 of the Base Indenture.

Date: [ ]

STERIS IRISH FINCO UNLIMITED COMPANY

By: _____
Name: [•]
Title: [•]

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated: [ ]

STERIS Irish FinCo Unlimited Company

5.875% Senior Notes due 2036

This security is one of a duly authorized series of debt securities of STERIS Irish FinCo Unlimited Company, a public unlimited company incorporated under the laws of Ireland (the "Company"), issued or to be issued in one or more series under and pursuant to an Indenture for the Company's senior debt securities, dated as of April 1, 2021 (the "Base Indenture"), duly executed and delivered by and among the Company, each of the Guarantors party thereto and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as trustee (the "Trustee"), as supplemented by the Second Supplemental Indenture, dated as of November 24, 2026 (the "Second Supplemental Indenture"), by and among the Company, the Guarantors party thereto and the Trustee. The Base Indenture as supplemented and amended by the Second Supplemental Indenture is referred to herein as the "Indenture." By the terms of the Base Indenture, the debt securities issuable thereunder are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Base Indenture. This security is one of the series designated on the face hereof (individually, a "Security," and collectively, the "Securities"), and reference is hereby made to the Indenture for a description of the rights, limitations of rights, obligations, duties and immunities of the Trustee, the Company, the Guarantors and the holders of the Securities (the "Holders"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Base Indenture or the Second Supplemental Indenture, as applicable.

1. Interest. The Company promises to pay interest on the principal amount of this Security at an annual rate of 5.875%. The Company will pay interest semi-annually on June 15 and December 15 of each year (each such day, an "Interest Payment Date"). If the date of maturity of interest or principal of this Security or the date of redemption of this Security shall not be a Business Day, then payment of principal, premium, if any, or interest or principal and premium, if any, may be made on the next succeeding Business Day with the same force and effect as if made on the date that payment was due, and no interest shall accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day. Interest on the Securities will accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of issuance; provided that, the first Interest Payment Date shall be June 15, 2027[3]. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Company will pay interest on the Securities (except defaulted interest), if any, to the persons in whose name such Securities are registered at the close of business on the regular record date referred to on the facing page of this Security for such interest installment. In the event that the Securities or a portion thereof are called for redemption and the redemption date is subsequent to a regular record date with respect to any Interest Payment Date and prior to such Interest Payment Date, interest on such Securities will be paid upon presentation and surrender of such Securities as provided in the Indenture. The principal of and the interest on the Securities shall be payable in the coin or currency of the United States of America that at the time is legal tender for public and private debt, at the office or agency of the Company maintained for that purpose in accordance with the Indenture.

3. Paying Agent and Registrar. Initially, U.S. Bank Trust Company, National Association, the Trustee, will act as paying agent and Security Registrar. The Company may change or appoint any paying agent or Security Registrar without notice to any Holder. The Company, any Guarantor or any of their Subsidiaries may act in any such capacity.

[3] NTD: To include only for Securities issued before June 15, 2027.

4. Indenture. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 ("TIA") as in effect on the date the Indenture is qualified. The Securities are subject to all such terms, and Holders are referred to the Indenture and TIA for a statement of such terms. The Securities are unsecured senior obligations of the Company and constitute the series designated on the face hereof as the "5.875% Senior Notes due 2036", initially limited to $750,000,000 in aggregate principal amount. The Company will furnish to any Holder upon written request and without charge a copy of the Base Indenture and the Second Supplemental Indenture. Requests may be made to: STERIS Corporation, 5960 Heisley Rd., Mentor, OH 44060, Attention of the Treasurer.

5. [Special Mandatory Redemption. If (i) the Acquisition is not consummated on or prior to the later of (x) January 11, 2028 and (y) the date that is five Business Days after any later date to which the Sellers and STERIS Corporation may agree to extend the "Outside Date" in the Acquisition Agreement or (ii) the Acquisition Agreement is terminated, the Company will be required to redeem all of the Securities then Outstanding on the Special Mandatory Redemption Date at the Special Mandatory Redemption Price. Notice of a special mandatory redemption will be mailed (or otherwise delivered to Holders in accordance with the procedures of DTC) promptly after the occurrence of the Special Mandatory Redemption Event (and in any event no later than 2:00 p.m., New York City time, on the fifth Business Day immediately following such event) to the Trustee and each Holder of the Securities at its registered address. In the event that the Company has insufficient funds to redeem all of the Securities then Outstanding on the Special Mandatory Redemption Date, the Parent shall, on behalf of the Company, acquire, or cause to be acquired, all such Securities in accordance with the Indenture.][4]

6. Optional Redemption. The Securities are subject to optional redemption as set forth in the Indenture. This Security is also subject to redemption to the extent provided in Article XIV of the Base Indenture. The Company shall not be required to make sinking fund payments with respect to the Securities.

7. Change of Control Triggering Event. Upon a Change of Control Triggering Event, the Holders shall have the right to require the Company to offer to repurchase the Securities pursuant to Section 1.4(4) of the Second Supplemental Indenture.

8. Denominations, Transfer, Exchange. The Securities are in registered form without coupons in the denominations of $150,000 or any integral multiple of $1,000 in excess thereof, provided however, that all Securities shall be offered or allotted in minimum denominations, or for a minimum total consideration per investor, of at least €100,000 (or, if offered in another currency, the equivalent thereof) or as otherwise permitted by section 68(3) of the Companies Act 2014 of Ireland, as amended. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Securities may be exchanged or transferred at the office or agency maintained by the Company pursuant to Section 4.02 of the Base Indenture. No service charge shall be payable by a Holder for any exchange or registration of transfer of this Security, or for any issue of new Securities in case of partial redemption, but the Company may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith (other than any such taxes or other governmental charge payable upon exchange or registration of transfer pursuant to Sections 2.06, 3.03(b) and 9.04 of the Base Indenture). If the Securities are to be redeemed, the Company will not be required: (i) to issue, exchange or register the transfer of any Securities during a period beginning at the opening of business 15 days before the day of the mailing (or otherwise delivery in accordance with the procedures of DTC) of a notice of redemption of less than all the Outstanding Securities and ending at the close of business on the day of such mailing or other delivery; (ii) to register the transfer of or exchange any Securities or portions thereof called for redemption, in whole or in part, except the unredeemed portion of any such Security being redeemed in part; nor (iii) to register the transfer of or exchange a Security between the applicable record date and the next succeeding Interest Payment Date.

[4] NTD: Include only in Notes of this series issued prior to a Special Mandatory Redemption Event.

9. Persons Deemed Owners. The registered Holder may be treated as its owner for all purposes.

10. Repayment to the Company or the Guarantors. Any funds or Governmental Obligations deposited with any paying agent or the Trustee, or then held by the Company or any Guarantor, in trust for payment of principal of, premium, if any, or interest on the Securities that are not applied but remain unclaimed by the Holders of such Securities for at least two years after the date upon which the principal of, premium, if any, or interest on such Securities shall have respectively become due and payable, shall be repaid to the Company or such Guarantor, as applicable, or if then held by the Company or any Guarantor shall be discharged from such trust; and thereafter, the paying agent and the Trustee shall be released from all further liability with respect to such funds or Governmental Obligations, and the Holder of any of the Securities entitled to receive such payment shall thereafter, as an unsecured general creditor, look only to the Company or the Guarantors, as applicable, for the payment thereof.

11. Amendments, Supplements and Waivers. Subject to certain exceptions, the Indenture contains provisions permitting the Company, the Guarantors and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of such series to enter into supplemental indentures for the purpose of adding, changing or eliminating any provisions to the Base Indenture or supplemental indenture or indentures or of modifying in any manner not covered elsewhere in the Base Indenture the rights of the Holders of the Securities.

12. Defaults and Remedies. The Events of Default relating to the Securities are defined in the Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Guarantors, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

13. Trustee, Paying Agent and Security Registrar May Hold Securities. The Trustee, subject to certain limitations imposed by the TIA, or any paying agent or Security Registrar, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not Trustee, paying agent or Security Registrar.

14. No Recourse Against Others. The Indenture contains certain provisions pertaining to recourse under the Indenture or any Security, which provisions shall for all purposes have the same effect as if set forth herein.

15. Defeasance and Discharge of Indenture. The Indenture contains certain provisions pertaining to defeasance and discharge, which provisions shall for all purposes have the same effect as if set forth herein.

16. Authentication. This Security shall not be valid until the Trustee signs the certificate of authentication attached to the other side of this Security.

17. Guarantees. All payments by the Company under the Indenture and this Security are fully and unconditionally Guaranteed to the Holder of this Security by the Guarantors, as provided in the Indenture.

18. Additional Amounts. The Company and the Guarantors are obligated to pay Additional Amounts on this Security to the extent provided in Article XIV of the Base Indenture.

19. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. Governing Law. The Base Indenture, the Second Supplemental Indenture and this Security (including the terms of the Guarantees therein) shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

ASSIGNMENT FORM

To assign this Security, fill in the form below: (I) or (we) assign and transfer this Security to

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint agent to transfer this Security on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Security)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Security purchased by the Company pursuant to Section 1.4(4) of the Second Supplemental Indenture, check the box:

☐ 1.4(4) Change of Control Triggering Event

If you want to elect to have only part of this Security purchased by the Company pursuant to Section 1.4(4) of the Second Supplemental Indenture, state the amount: $.

Date: _____

Your Signature:
(Sign exactly as your name appears on the other side of the Security) Tax I.D. number

Signature Guarantee: _____
(Signature must be guaranteed by a participant in a recognized signature guarantee medallion program)

Exhibit 5.1

Matheson LLP
Solicitors
70 Sir John Rogerson's Quay
Dublin 2 Ireland
D02 R296

Matheson

T +353 1 232 2000 F +353 1 232 3333
W www.matheson.com DX 2 Dublin

STERIS plc
STERIS Irish FinCo Unlimited Company
70 Sir John Rogerson's Quay
Dublin 2
Ireland
D02 R296

Our ref
FBO/LMcB 659595-36

24 November 2026

Dear Addressee

STERIS Irish FinCo Unlimited Company Senior Notes Offering

1 **Introduction**

We act as legal advisers to STERIS plc, a public limited company incorporated under the laws of Ireland with company number 595593 ("**STERIS plc**") and STERIS Irish FinCo Unlimited Company, a public unlimited company incorporated under the laws of Ireland with company number 570385 ("**STERIS Irish FinCo**" and together with STERIS plc, the "**Irish Registrants**"), which have asked us to give this Opinion as to certain matters of Irish law in connection with the filing by the Irish Registrants, STERIS Corporation, an Ohio corporation ("**STERIS Corporation**") and STERIS Limited, a private limited company incorporated under the laws of England and Wales ("**STERIS Limited**" and together with the Irish Registrants and STERIS Corporation, the "**Registrants**") of a prospectus supplement dated 9 November 2026 (the "**Prospectus Supplement**") to the base prospectus (the "**Base Prospectus**") included in the registration statement on Form S-3 filed by the Registrants on 6 November 2026 (the "**Registration Statement**") with the U.S. Securities and Exchange Commission (the "**Commission**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**").

The Prospectus Supplement relates to the offer and sale by STERIS Irish FinCo of US$750,000,000 aggregate principal amount of 5.650% Senior Notes due 2033 (the "**2033 Notes**") and US$750,000,000 aggregate principal amount of 5.875% Senior Notes due 2036 (the "**2036 Notes**" and together with the 2033 Notes, the "**Notes**").

The Notes are to be issued under a New York law governed indenture dated 1 April 2021, made among STERIS Irish FinCo, as issuer, the other Registrants, as guarantors, and U.S. Bank Trust Company, National Association (as successor to U.S. Bank, National Association), as trustee (the "**Trustee**") (the "**Base Indenture**"), as amended and supplemented by the second

Managing Partner: Shane Hogan. - Chairperson: Patrick Spicer. - Partners: Ruth Hunter, Tara Doyle, Turlough Galvin, George Brady, Joseph Beashel, Dualta Counihan, Deirdre Dunne, Fergus Bolster, Christian Donagh, Bryan Dunne, Julie Murphy-O'Connor, Mark O'Sullivan, Brian Doran, John Gill, Joe Duffy, Pat English, Shay Lydon, Aidan Fahy, Niamh Counihan, Gerry Thornton, Liam Collins, Michael Byrne, Philip Lovegrove, Rebecca Ryan, Catherine O'Meara, Elizabeth Grace, Alen Keating, Brendan Colgan, Garret Ferrely, April McClements, Gráinne Dever, Rory McPhillips, Michelle Ridge, Sally-Anne Stone, Matthew Broadstock, Emma Doherty, Leonie Dunne, Stuart Kennedy, Brian McCloskey, Madeline McDonnell, Barry O'Connor, Karen Reynolds, Kevin Smith, Barry McGettrick, Kate McKenna, David O'Mahony, Gráinne Callanan, Geraldine Carr, Brian Doohan, Yvonne McWeeney, Mairéad Ní Ghabháin, Vahan Tchrakian, Kieran Trant, Philip Tully, David Jones, Susanne McMenamin, David Fitzgibbon, Cillian O'Boyle, Catriona Cole, Paul Carroll, Caroline Austin, Sandra Lord, Caroline Kearns, Tomás Bailey, Ailbhe Dennehy, William Foot, Kevin Gahan, Anthony Gaskin, Sarah Jayne Hanna, Elaine Long, Vincent McConnon, Justine Sayers, Calum Warren, Niall Collins, Niamh Mulholland, Maireadh Dale, Aisling Kavanagh, Alan Bunbury, Conor Blennerhassett, Dara Higgins, Enda Garvey, Eunan Hession, Grainne Boyle, Hilda Wrixon, Ian O'Mara, Michelle Daly, Orlaith Finan, Robert Barrett, Robert Maloney-Derham, Lorcan Keenan, Rory Mullarkey, Susan Carroll Chrysostomou, Connor Cassidy, Raphael Clancy, John Coary, Ruadhán Kenny, Alice Duffy, Muireann Hernon, Owen Collins, Aishlinn Gannon, Seóna O'Donnellan, Sarah O'Meara, Simon Shinkwin, Lisa Tait, Gearoid Murphy, Brian Butterwick, Marie McGinley, Rachel Barry, Paula Collins, Anna Crowley, Andrew Dixon, Laura James, Shane Kennedy, Kathryn Rice, Maeve Delargy, Mary Liz Mahony, Ciaran O'Boyle, Charleen O'Keeffe. General Counsel: Dermot Powell. - Tax Principal: Catherine Galvin. - Consultants: Robert O'Shea, Sharon Daly, Tony O'Grady, John Ryan, Patrick Molloy, Michael Jackson, Anne-Marie Bohan, Nicola Dunleavy.

Dublin Cork London New York Palo Alto San Francisco www.matheson.com

supplemental indenture dated the date of this Opinion made among STERIS Irish FinCo, as issuer, the other Registrants, as guarantors and the Trustee, as trustee (the "**Supplemental Indenture**") (the Base Indenture, as so amended and supplemented by the Supplemental Indenture, the "**Indenture**"). The Indenture provides that the Notes are to be guaranteed by STERIS plc, STERIS Corporation and STERIS Limited (such guarantee obligations, being the "**Guarantees**").

The Notes are to be sold pursuant to a New York law governed underwriting agreement dated 9 November 2026 made among the STERIS Irish FinCo, the other Registrants and J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Citigroup Global Markets inc. for themselves and on behalf of the several underwriters named therein (the "**Underwriting Agreement**").

In this Opinion, references to the "**Companies Act**" are to the Companies Act 2014 of Ireland, as amended.

2 Basis of Opinion

For the purpose of giving this Opinion, we have examined the documents and have conducted the searches listed in Schedule 1 *(Documents and Searches)* to this Opinion, together with such other materials as we have considered necessary or relevant as a basis for the opinions contained herein.

This Opinion is strictly limited to the matters expressly stated under Section 3 *(Opinions)*, below, and is not to be read as extending, by implication or otherwise, to any other matter. In particular, this Opinion does not deal with any tax matter or the tax consequences of any matter referred to in this Opinion, in the documents or other materials examined by us for the purpose of giving this Opinion, or otherwise.

We express no opinion and make no representation or warranty as to any matter of fact. We have not investigated or verified any of the facts or assumptions, or the reasonableness of any assumptions, statements or opinions contained or represented by any person in the documents or other materials examined by us for the purposes of giving this Opinion, nor have we attempted to determine if any relevant facts have been omitted from such documents or materials.

This Opinion is given with respect to the laws of Ireland in effect on the date hereof and is based on legislation published and cases fully reported before that date and our knowledge of the facts relevant to the opinions contained herein. For the avoidance of doubt, Ireland does not include Northern Ireland (which is a separate jurisdiction), and references to the laws of Ireland do not include the laws in force in Northern Ireland.

We have made no investigations of, and we express no opinion on, the laws of any jurisdiction other than Ireland, or the effect thereof. In particular, we have made no investigations of any reference to non-Irish laws in any document or other materials examined by us or the meaning or effect thereof, and any phrases used in any non-Irish law governed document examined by us have been construed by us as having the meaning and effect they would have if such document was governed by Irish law. We have assumed, without enquiry, that there is nothing in the laws of any jurisdiction other than Ireland which would, or might, affect the opinions contained herein, and that, insofar as the laws of any jurisdiction other than Ireland are relevant, such laws have been, or will be, complied with.

This Opinion is expressed as of the date hereof and we assume no obligation to update the opinions contained herein.

3 Opinions

Based upon, and subject to, the foregoing and the assumptions, qualifications and limitations set out in Schedule 2 *(Assumptions)*, Schedule 3 *(Qualifications)* and elsewhere in this Opinion, we are of the following opinions:

(a) STERIS plc is a public limited company, duly incorporated and validly existing under the laws of Ireland.

(b) STERIS Irish FinCo is a public unlimited company, duly incorporated and validly existing under the laws of Ireland.

(c) STERIS Irish FinCo has the requisite corporate power under its constitution to enter into the Indenture and to perform its obligations thereunder, including to issue the Notes, and STERIS Irish FinCo has taken all necessary corporate action required of it to authorise its entry into the Indenture and to issue the Notes thereunder.

(d) STERIS plc has the requisite corporate power under its constitution to enter into the Indenture and to perform its obligations thereunder, including to give the Guarantees, and STERIS plc has taken all necessary corporate action required of it to authorise its entry into the Indenture and to give the Guarantees thereunder.

(e) The Notes would be recognised by the courts of Ireland as the legal, valid and binding obligations of STERIS Irish FinCo under the laws of Ireland, to the extent such laws apply thereto.

(f) The Guarantees would be recognised by the courts of Ireland as the legal, valid and binding obligations of STERIS plc under the laws of Ireland, to the extent such laws apply thereto.

4 Reliance

This Opinion is furnished to you and the persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act strictly for use in connection with the Registration Statement and may not be relied upon by any other person without our prior written consent.

5 Consent

We hereby consent to the filing of this Opinion as Exhibit 5.1 to the Current Report on Form 8-K relating to the Notes, to be filed by STERIS plc on the date hereof and to the references to Matheson LLP under the caption “Legal Matters” in the Prospectus Supplement forming part of the Registration Statement. In giving such consent, we do not admit that we are included in the category of persons whose consent is required under section 7 of the Securities Act, or the rules and regulations of the Commission promulgated thereunder.

6 Governing Law

This Opinion and the opinions contained herein are governed by, and shall be construed in accordance with, the laws of Ireland.

Yours faithfully

/s/ Matheson LLP

MATHESON LLP

Schedule 1

Documents and Searches

For the purpose of giving this Opinion, we have examined the documents and have conducted the searches listed below.

1. The Registration Statement, as filed with the Commission on 6 November 2026.
2. The Base Prospectus, which is included in the Registration Statement.
3. The preliminary prospectus supplement dated 6 November 2026 relating to the offering of the Notes, as filed with the Commission on 6 November 2026 (together with the Base Prospectus, the "**Preliminary Prospectus**").
4. The Prospectus Supplement, as filed with the Commission on 12 November 2026 (together with the Base Prospectus, the "**Prospectus**").
5. A .pdf copy of the executed Base Indenture, attached as Exhibit 4.1 to STERIS plc's Current Report on Form 8-K filed with the Commission on 1 April 2021.
6. A .pdf. copy of the executed Supplemental Indenture.
7. A .pdf copy of the executed Underwriting Agreement.
8. A certificate issued by the secretary of STERIS plc dated the date of this Opinion (the "**STERIS plc Corporate Certificate**"):
   (a) attaching a copy of each of the following documents certified as being true, complete and correct by the secretary:
      (i) STERIS plc's certificate of incorporation dated 22 December 2016, certificate of incorporation on change of name dated 25 October 2018 and certificate of incorporation on re-registration as a public limited company dated 11 February 2019 (the "**STERIS plc Certificates of Incorporation**");
      (ii) the constitution of STERIS plc as amended on 3 May 2019 (the "**STERIS plc Constitution**" and together with the STERIS plc Certificates of Incorporation, the "**STERIS plc Constitutional Documents**");
      (iii) an extract of the resolutions passed at a meeting of the board of directors of STERIS plc held 11 October 2026 (the "**STERIS plc Board Resolutions' Extract**"); and
      (iv) the minutes of a joint meeting of the Pricing Committees of the board of directors of STERIS plc and STERIS Irish FinCo held on 5 November 2026, (the "**Pricing Committees' Minutes**"); and
   (b) certifying certain other matters, as set out therein, on which we have relied for the purpose of this Opinion.

9. A certificate issued by a director of STERIS Irish FinCo dated the date of this Opinion (the "**STERIS Irish FinCo Corporate Certificate**" and together with the STERIS plc Corporate Certificate, the "**Corporate Certificates**"):

   (a) attaching a copy of each of the following documents certified as being true, complete and correct by the secretary:

      (i) STERIS Irish FinCo's certificate of incorporation dated 21 October 2015 and certificate of incorporation on re-registration as a public unlimited company dated 18 March 2021 (the "**STERIS Irish FinCo Certificates of Incorporation**");

      (ii) the constitution of STERIS Irish FinCo as amended on 18 March 2021 (the "**STERIS Irish FinCo Constitution**" and together with the STERIS Irish FinCo Certificates of Incorporation, the "**STERIS Irish FinCo Constitutional Documents**");

      (iii) the minutes of a meeting of the board of directors of STERIS Irish FinCo held 10 October 2026, (the "**STERIS Irish FinCo Board Minutes**"); and

      (iv) the Pricing Committees' Minutes; and

   (b) certifying certain other matters, as set out therein, on which we have relied for the purpose of this Opinion.

10. Searches carried out by independent law researchers on our behalf against the Irish Registrants on 23 November 2026: (a) in the Register of Winding-up Petitions maintained at the Central Office of the High Court of Ireland (the "**Register of Winding-up Petitions**"), (b) in the Judgments' Office of the High Court of Ireland and (c) on the files of the Irish Registrants maintained by the Registrar of Companies at the Irish Companies Registration Office (the "**Companies Registration Office**") (together the "**Searches**").

Schedule 2

Assumptions

The opinions contained herein are given on the basis of the assumptions set out in this Schedule.

1 Documents

1.1 Genuine Signatures

All signatures (including, for the avoidance of doubt, electronic signatures), initials, seals and stamps contained in, or on, any document examined by us are genuine.

1.2 Authentic and Complete

All documents provided to us as originals are authentic and complete and all documents provided to us as copies (including, without limitation, any document provided to us as a .pdf (or any other format) attachment to an email) are complete and conform to the originals of such documents, and the originals of such documents are authentic and complete with all requisite seals and stamps affixed.

1.3 True and Accurate

The contents of the documents (including the Corporate Certificate) and any other materials examined by us for the purposes of this Opinion are true and accurate as to factual matters, but we have made no independent investigation regarding such factual matters.

1.4 No Revocation or Amendment

All documents dated on, or prior to, the date hereof and on which we have expressed reliance have not been revoked or amended and remain accurate.

1.5 Natural Persons

Each natural person who has executed any document examined by us for the purposes of this Opinion had the due personal legal capacity to do so.

1.6 Electronic Signatures

Any electronic signature inserted on a document was inserted by the signatory in question and not by another person and where attested by a witness was inserted in the physical presence of the witness. Each party to any document which has been executed using electronic signatures has consented to the execution of that document by way of electronic signature.

1.7 Indenture

The Indenture has been unconditionally delivered by the parties thereto (including the Irish Registrants) and is not subject to any escrow or similar arrangement.

2 Corporate Authority

2.1 Constitutional Documents

There have been no amendments to the STERIS plc Constitutional Documents, the STERIS Irish FinCo Constitutional Documents or the other attachments to the Corporate Certificates.

2.2 Board Approvals

The resolutions documented in the STERIS plc Board Resolutions' Extract and in the STERIS Irish FinCo Board Minutes were passed at properly convened, constituted and quorate meetings of the boards of directors of STERIS plc and STERIS Irish FinCo, respectively, and such resolutions have not, since their date of adoption, been amended, superseded or rescinded and are in full force and effect.

2.3 Pricing Committees' Approvals

The resolutions documented in the Pricing Committees' Minutes were passed at a properly convened, constituted and quorate joint meeting of the Pricing Committees of STERIS plc and STERIS Irish FinCo, and such resolutions have not, since their date of adoption, been amended, superseded or rescinded and are in full force and effect.

2.4 Corporate Benefit

The Irish Registrants will derive a commercial benefit from entering into the Indenture and any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus and the Prospectus (including the Underwriting Agreement) and from the issue, offer and sale of the Notes and giving the Guarantees, in each case commensurate with the obligations undertaken by it thereunder.

2.5 Good Faith, Best Interests of the Irish Registrants and Purpose

In approving the entry into the Indenture and any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus or the Prospectus (including the Underwriting Agreement) and the issue, offer and sale of the Notes and giving the Guarantees, the directors of each Irish Registrant have acted in good faith in the interests of that Irish Registrant for the benefit of its members as a whole and for its legitimate business purposes.

2.6 Disclosure of Interests

In approving the entry into the Indenture and any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus and the Prospectus (including the Underwriting Agreement) and the issue, offer and sale of the Notes and giving the Guarantees, each director of the Irish Registrants has disclosed any interest which he or she may have in the relevant transactions in accordance with the provisions of the Companies Act 2014 and the relevant Irish Registrant's constitution.

2.7 Disqualification or Restriction

No director or secretary of either Irish Registrant is the subject of any declaration, order or deemed order for disqualification or restriction under the Companies Act, including Chapters 3 and 4 of Part 14 thereof, and no such person has received any notice under the Companies Act regarding a disqualification or restriction undertaking.

2.8 Group

Each Irish Registrant together with any other entity whose obligations are guaranteed by it under the Indenture together comprise a "group" for the purposes of section 243 of the Companies Act, and any person that subsequently becomes an issuer or a guarantor under the Indenture will also be a member of such group.

2.9 Financial Assistance

Neither Irish Registrant will, by virtue of entering into the Indenture and any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus and the Prospectus (including the Underwriting Agreement) or issuing the Notes and giving the Guarantees, give any financial assistance (as contemplated by sections 82 and 1043 of the Companies Act) for the purpose of the acquisition of any shares in the capital of that Irish Registrant or any holding company of that Irish Registrant, save as permitted by, or pursuant to an exemption from the application of, the said sections 82 and 1043.

3 Parties Other than the Irish Registrants

Each person expressed to be a party to the Indenture (other than the Irish Registrants):

(a) is duly incorporated and validly existing;

(b) is not the subject of any insolvency proceedings (which includes those relating to bankruptcy, liquidation, examinership, rescue process, administration, receivership and reorganisation) in any jurisdiction;

(c) has the due and requisite capacity to enter into the Indenture and to perform the obligations it is expressed to assume under it;

(d) has taken all necessary corporate action to authorise it to execute the Indenture and to perform the obligations it is expressed to assume under it;

(e) has complied with and will comply with all the laws and regulations applicable to the transactions contemplated by the Indenture in any jurisdiction; and

(f) has duly executed the Indenture.

4 Searches

The information disclosed by the Searches was accurate and complete as of the date the Searches were made and has not been altered. The Searches did not fail to disclose any information which had been delivered for registration but which did not appear from the information available at the time the Searches were made or which ought to have been delivered for registration at that time but had not been so delivered. No additional matters would have been disclosed by additional searches being carried out since that time.

5 **Solvency of the Irish Registrants**

5.1 **Solvent**

Each Irish Registrant was solvent immediately following the execution of the Supplemental Indenture.

5.2 **Not Insolvent**

Neither Irish Registrant will be insolvent as a consequence of: (a) executing and delivering the Supplemental Indenture, (b) issuing the Notes; (c) giving the Guarantees and / or (d) doing any other act or thing referred to in, or contemplated by, the Indenture, the Preliminary Prospectus or the Prospectus (including the entry into the Underwriting Agreement).

5.3 **No Receiver**

No receiver has been appointed in relation to either Irish Registrant or any of its assets or undertaking.

5.4 **No Winding-up / Court Protection**

Neither Irish Registrant has passed a voluntary winding-up resolution or a resolution to place that Irish Registrant under court protection or to appoint a process adviser, and no petition has been presented to, or order made by, a court for the winding-up of either Irish Registrant or to place either Irish Registrant under court protection or for the appointment of a process adviser.

5.5 **No Unfair Preference**

In approving the issuance of the Notes and the giving of the Guarantees, there was no intent by STERIS plc to give a creditor a preference which could be deemed an unfair preference in accordance with section 604 of the Companies Act.

6 **Laws of Other Jurisdictions**

6.1 **Legal, Valid and Binding**

The obligations expressed to be assumed by each party to the Indenture, in the Notes, the Guarantees and in each other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus or the Prospectus (including the Underwriting Agreement) constitute legal, valid, binding and enforceable obligations under all applicable laws and in all applicable jurisdictions (other than, in the case of the Irish Registrants, the laws of Ireland and the jurisdiction of Ireland).

6.2 **Not unlawful or Ineffective**

If any obligation of any of the parties under the Indenture or any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus or the Prospectus (including the Underwriting Agreement) is to be performed in any jurisdiction other than Ireland, its performance will not be unlawful or ineffective by virtue of the law of that jurisdiction.

6.3 **Non-Contravention**

There are no provisions of the laws or public policy of any jurisdiction outside Ireland which would be contravened by the execution or performance of the Indenture or any other document referred to in, or contemplated by, the Indenture, the Preliminary Prospectus or the Prospectus (including the Underwriting Agreement) or which would render their performance ineffective by virtue of the laws of that jurisdiction.

7 **General**

7.1 **Offers of the Notes and Guarantees**

(a) All offers, marketing, sales, issuances, admissions to trading and / or listing of the Notes and the Guarantees will conform to the description thereof in the Preliminary Prospectus and the Prospectus.

(b) All authorisations, approvals, licences, exemptions or consents of governmental or regulatory authorities (other than, in the case of the Irish Registrants, of Ireland) with respect to the offering, marketing, sale, issuance, admission to trading and / or listing of the Notes and the Guarantees have been obtained and are in full force and effect, and the selling restrictions contained in the Preliminary Prospectus and the Prospectus have been and will, at all times, be observed.

(c) The offering, marketing, sale, issuance, admission to trading and / or listing of the Notes and the Guarantees will be made, effected and conducted in accordance with and will not otherwise violate: (i) any applicable securities laws and regulations of any jurisdiction (including Ireland) which impose any restrictions or mandatory requirements in relation to the offering or sale of any securities, including the obligation to prepare a prospectus or registration document relating to any securities and (ii) any requirement or restriction imposed by any court, governmental body or regulatory authority (including of Ireland) having jurisdiction over either of the Irish Registrants or any member of their group.

(d) The Notes will not be offered to the public, admitted to trading or listed other than as permitted by section 68(2) (as amended by section 1248) and section 68(3) of the Companies Act.

7.2 **No Listing or Trading on a Market in the European Economic Area**

No Notes or Guarantees will be listed or traded on a stock exchange or other market in the European Economic Area.

7.3 **Financial Restrictions and Sanctions**

The offering and sale of the Notes and any transfers and payments to be made thereunder or in connection therewith (including under the Guarantees) are not, and will not be, affected or prohibited by any financial restrictions or sanctions imposed by the United Nations, the European Union or Ireland or which arise under any human rights, anti-terrorism, anti-corruption, anti-money laundering or exchange control laws and regulations of the European Union or Ireland, including, without limitation, any arising from orders made under the Financial Transfers Act 1992 of Ireland, the Criminal Justice (Terrorist Offences) Acts 2005 and 2015 of Ireland or the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 of Ireland.

7.4 **No Bad Faith, Fraud, Coercion, Duress or Undue Influence**

There has been no bad faith, fraud, coercion, duress or undue influence on the part of any of the parties to any of the documents or other materials we have examined for the purpose of this Opinion (including the Irish Registrants), or their respective directors, employees, agents and / or advisers.

Schedule 3

Qualifications

The opinions contained herein are given subject to the qualifications set out in this Schedule.

1 **Searches**

There are some potential limitations to the effectiveness of the Searches. These include:

(a) A search in the Companies Registration Office will not reveal whether a petition has been presented to the Irish courts for the appointment of a liquidator or an examiner.

(b) A search of the Register of Winding-up Petitions should reveal the existence of a petition for the appointment of a liquidator or an examiner but there may be a time lag between presentation and entry of particulars of the petition on the Register of Winding-up Petitions and accordingly a search of the Register of Winding-up Petitions may fail to reveal that any such petition has been presented. Furthermore, in the case of certain smaller companies a petition for the appointment of an examiner may be presented to the Circuit Court and a search of the Register of Winding-up Petitions will not reveal the existence of such a petition.

(c) A search in the Companies Registration Office should reveal the appointment of a liquidator, examiner, process adviser or receiver (whether by the Irish courts or, in the case of a liquidator, process adviser or a receiver, out of court). However, similarly there may be a time lag between the appointment and the filing of particulars of the appointment and accordingly a search in the Companies Registration Office may fail to reveal any such appointment.

2 **Legal, Valid and Binding**

The expressions "legal", "valid" and "binding" and any combination or variations thereof when used in Section 3 (*Opinions*), mean that the obligations expressed to be assumed under an agreement are of a type which the courts of Ireland will treat as valid, binding and enforceable. It does not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular, enforcement of obligations under an agreement may be:

(a) limited by general principles of equity, in particular, equitable remedies (such as an order for specific performance or an injunction) which are discretionary and are not available where damages are considered to be an adequate remedy;

(b) subject to any limitations arising from examinership, administration, bankruptcy, insolvency, moratoria, receivership, liquidation, reorganisation, court scheme of arrangement, arrangement and similar laws affecting the rights of creditors;

(c) limited by the provisions of the law of Ireland applicable to contracts held to have been frustrated by events happening after their execution;

(d) invalidated if and to the extent that performance or observance arising in a jurisdiction outside Ireland would be unlawful, unenforceable, or contrary to public policy or to the exchange control regulations under the law of such jurisdiction;

(e) invalidated by reason of fraud; and / or

(f) barred under the Statutes of Limitations or may be or become subject to the defence of set-off or counterclaim.

3 Court Protection

3.1 Examiner

The Companies Act prohibits certain steps being taken, except with the leave of the High Court, against a company after the presentation of a petition for the appointment of an examiner. This prohibition continues for so long as the examiner remains appointed. An examiner may remain appointed for a maximum period of one hundred days during which time the examiner must complete a report to formulate proposals for a compromise or scheme of arrangement in relation to the company concerned. Following the submission of this report to the High Court, the High Court may extend the period of appointment by such further period as the High Court considers necessary to enable it to take a decision as to whether it confirms the proposals set forth by the examiner. Prohibited steps include steps taken to withhold performance of, terminate or accelerate any executory contract solely by reason of the making of a petition to appoint, or the appointment of, an examiner or because the company is unable to pay its debts, steps taken to enforce any security over the company's property, the commencement or continuation of proceedings or execution or other legal process or the levying of distress against the company or its property and the appointment of a receiver.

3.2 Examiner - Circuit Court

Under the provisions of the Companies Act, an examiner can also be appointed on a petition to the Circuit Court, if certain criteria are met. It is not possible for anyone other than a party to the relevant proceedings or the solicitors on record for such parties to inspect the Circuit Court files to ascertain whether a petition for the appointment of an examiner has been made in the Circuit Court, and we have made no searches or enquiries in this regard in respect of the Irish Registrants.

4 Default Interest and Indemnities

4.1 Penalties

A contractual provision conferring or imposing a remedy or an obligation consequent upon default may not be enforceable if it were construed by an Irish court as being a penalty, particularly if it involved enforcing an additional pecuniary remedy (such as a default or overdue interest) referable to such default and which does not constitute a genuine and reasonable pre-estimate of the damage likely to be suffered as a result of the default in payment of the amount in question or the termination in question; further, recovery may be limited by laws requiring mitigation of loss suffered.

4.2 Costs' Indemnity

An Irish court may not give effect to an indemnity given by any party in an agreement or other document to the extent it is in respect of legal costs incurred by an unsuccessful litigant or to the extent that it is in respect of litigation costs which are not awarded by the court.

4.3 **Currency Indemnity**

In the event of any proceedings being brought in an Irish court in respect of a monetary obligation expressed to be payable in a currency other than euro an Irish court would have the power to give a judgment to pay a currency other than euro, it may decline to do so in its discretion and an Irish court might not enforce the benefit of currency conversion or indemnity clauses and, with respect to a bankruptcy, liquidation, insolvency, reorganisation or similar proceeding, the law of Ireland may require that all claims or debts are converted into euro at an exchange rate determined by the court as at a date related thereto, such as the date of commencement of a winding up.

5 **General**

5.1 **Determination may not be Conclusive**

A determination or calculation of any party to an agreement stated in that agreement to be conclusive may be held by the courts of Ireland not to be final, conclusive or binding.

5.2 **Exclusion from Liability**

The effect of terms, if any, in an agreement excusing a party from a liability or duty otherwise owed are limited by law.

5.3 **Exercise of Discretion**

Where a party is vested with a discretion or may determine a matter in his or its opinion, the laws of Ireland may require that such discretion is exercised reasonably or that such opinion is based upon reasonable grounds.

5.4 **Amendment of Guaranteed Obligations**

The courts of Ireland may interpret restrictively any provision purporting to allow the beneficiary of a guarantee or other suretyship to make a material amendment to the obligations to which the guarantee or suretyship relates without further reference to the guarantor or surety.

5.5 **Severability**

The enforceability of any provision as to severability may be determined by the courts of Ireland at its discretion.

5.6 **Powers of Attorney**

No opinion is expressed on the irrevocability of any power of attorney.

5.7 **Future Agreement and Uncertain Terms**

An Irish court may not give effect to any provision of an agreement which: (a) provides for a matter to be determined by future agreement or negotiation, or (b) it considers to be devoid of any meaning, vague or uncertain.

5.8 **Set-Off**

A right of set-off provided for in a contract or another document may not be enforceable in all circumstances.

JONES DAY

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November 24, 2026

STERIS plc
STERIS Irish FinCo Unlimited Company
STERIS Corporation
STERIS Limited

c/o STERIS plc
70 Sir John Rogerson's Quay
Dublin 2, Ireland D02 R296

Re: $750,000,000 of 5.650% Senior Notes due 2033 and $750,000,000 of 5.875% Senior Notes due 2036 of STERIS Irish FinCo Unlimited Company

Ladies and Gentlemen:

We have acted as counsel for STERIS plc, a public limited company incorporated under the laws of Ireland (the "Parent"), STERIS Irish FinCo Unlimited Company, a public unlimited company incorporated under the laws of Ireland (the "Issuer"), STERIS Corporation, an Ohio Corporation (the "Covered Guarantor"), and STERIS Limited, a private limited company organized under the laws of England and Wales ("STERIS Limited," and together with Parent, the "Non-Covered Guarantors" and the Non-Covered Guarantors, together with the Covered Guarantor, the "Guarantors"), in connection with the issuance and sale of $750,000,000 aggregate principal amount of 5.650% senior notes due 2033 and $750,000,000 aggregate principal amount of 5.875% senior notes due 2036 (collectively, the "Notes"), and the full and unconditional guarantee of the Notes (the "Guarantees") by the Guarantors, pursuant to the Underwriting Agreement, dated as of November 9, 2026, by and among STERIS Irish FinCo, the Guarantors, and J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., acting as representatives of the several underwriters named therein. The Notes and the Guarantees will be issued pursuant to an indenture, dated as of April 1, 2021 (the "Base Indenture"), by and among the Issuer, the Guarantors and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank, National Association), as trustee (the "Trustee"), as amended and supplemented, in respect of the Notes and the Guarantees, by the Second Supplemental Indenture, dated as of November 24, 2026 (the "Supplemental Indenture"), by and among the Issuer, the Guarantors and the Trustee (the Base Indenture, as so amended and supplemented by the Supplemental Indenture, the "Indenture").

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinions. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that:

1. The Notes constitute valid and binding obligations of the Issuer.
2. The Guarantees constitute valid and binding obligations of the Guarantors.

For purposes of the opinions expressed herein, we have assumed that (i) the Trustee has authorized, executed and delivered the Indenture, (ii) the Notes have been duly authenticated by the Trustee in accordance with the Indenture and (iii) the Indenture is the valid, binding and enforceable obligation of the Trustee.

In rendering the foregoing opinions, we have assumed that (i) each of the Issuer and the Non-Covered Guarantors is a public unlimited company, public limited company or private limited company, as applicable, existing and in good standing (or its equivalent) under the laws of its jurisdiction of incorporation or organization (each, a "Jurisdiction"); (ii) the Indenture, the Notes and the Guarantees, as applicable,(a) have been authorized by all necessary corporate power of the Issuer and the Non-Covered Guarantors and (b) have been executed and delivered by the Issuer and the Non-Covered Guarantors under the laws of the applicable Jurisdiction; and (iii) the execution, delivery, performance and compliance with the terms and provisions of the Indenture, the Notes and the Guarantees of the Non-Covered Guarantors by each of the Issuer and the Non-Covered Guarantors does not violate or conflict with the laws of the applicable Jurisdiction, the provisions of the memorandum and articles of association, articles of incorporation or other governing documents of each of the Issuer and the Non-Covered Guarantors or any rule, regulation, order, decree, judgment, instrument or agreement binding upon or applicable to the Issuer or the Non-Covered Guarantors or their respective properties.

The opinions expressed herein are limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws and related regulations and judicial doctrines from time to time in effect relating to or affecting creditors' rights generally, and (ii) general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or at equity.

For purposes of our opinions insofar as they relate to the Guarantors, we have assumed that the obligations of each Guarantor under the Guarantees are, and would be deemed by a court of competent jurisdiction to be, in furtherance of its corporate or other entity purposes, or necessary or convenient to the conduct, promotion or attainment of the business of the respective Guarantor and will benefit the respective Guarantor, directly or indirectly.

As to facts material to the opinions and assumptions expressed herein, we have relied upon oral or written statements and representations of officers and other representatives of STERIS Irish FinCo, the Guarantors and others. The opinions expressed herein are limited to the laws of the State of New York and the laws of the State of Ohio, in each case as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as Exhibit 5.2 to the Current Report on Form 8-K dated the date hereof filed by Parent and incorporated by reference into the Registration Statement on Form S-3 (Registration No. 333-299875) (the "Registration Statement"), filed by STERIS Irish FinCo and the Guarantors to effect the registration of the Notes and the Guarantees under the Securities Act of 1933 (the "Act") and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

JONES DAY

AUTHORISED AND REGULATED BY THE SOLICITORS REGULATION AUTHORITY
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24 November 2026

STERIS plc
STERIS Irish FinCo Unlimited Company
STERIS Corporation
STERIS Limited
c/o STERIS plc
70 Sir John Rogerson's Quay
Dublin 2
Ireland D02 R296

Re: $750,000,000 of 5.650 % Senior Notes due 2033 and $750,000,000 of 5.875% Senior Notes due 2036 of STERIS Irish FinCo Unlimited Company (a public unlimited company incorporated in Ireland, the "Issuer")

Dear Sirs

1. We have acted as advisers to STERIS Limited, a company incorporated in England and Wales with registered number 09257343 (the "**Company**") as to English law in connection with the issuance and sale of $750,000,000 aggregate principal amount of 5.650% senior notes due 2033 and $750,000,000 aggregate principal amount of 5.875% senior notes due 2036 by the Issuer (collectively, the "**Notes**") and the full and unconditional guarantee of the Notes (the "**Guarantees**") by STERIS Corporation (an Ohio Corporation), STERIS plc (a public limited company incorporated under the laws of Ireland) and the Company (together the "**Guarantors**") pursuant to the Underwriting Agreement, dated as of 9 November 2026 (the "**Underwriting Agreement**"), by and among the Issuer, the Guarantors, and J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., acting as representatives of the several underwriters named therein. The Notes and the Guarantees will be issued pursuant to an indenture, dated as of 1 April 2021 (the "**Base Indenture**"), by and among the Issuer, the Guarantors and U.S. Bank, Trust Company, National Association (successor in interest to U.S. Bank, National Association), as trustee (the "**Trustee**"), as amended and supplemented, in respect of the Notes and Guarantees, by the Supplemental Indenture, dated as of 24 November 2026 (the "**Supplemental Indenture**") by and among the Issuer, the Guarantors and the Trustee (the Base Indenture, as so amended and supplemented by the Supplemental Indenture, the "**Indenture**").

2. This opinion letter (this "**Opinion**") is delivered to you in connection with the Guarantees.

Continued 2

3. For the purposes of giving this Opinion we have only examined the following documents (the "**Opinion Documents**"):

   (a) a signed scanned copy of the Underwriting Agreement dated 9 November 2026;

   (b) a signed scanned copy of the Base Indenture dated 1 April 2021;

   (c) a signed scanned copy of the Supplemental Indenture dated 24 November 2026;

   (d) a copy of the prospectus dated 6 November 2026 (the "**Base Prospectus**") as supplemented by the preliminary supplement dated 6 November 2026 (together with the Base Prospectus, the "**Preliminary Prospectus**") in respect of the Notes;

   (e) a copy of the Base Prospectus as supplemented by the prospectus supplement dated 9 November 2026 (together with the Base Prospectus, the "**Final Prospectus**") in respect of the Notes;

   (f) a copy of the articles of association of the Company certified to us by a director of the Company as being complete and correct and in full force and effect as of the date hereof (the "**Articles of Association**");

   (g) a certificate issued to us by a director of the Company dated 24 November 2026 (the "**Certificate**")

   (h) certified copies of circular resolutions of the directors of the Company passed on 11 October 2026 (the "**Resolutions**") relating to the Registration Statement (defined below).

   We have not considered any other documents in connection with this Opinion.

4. We have only made and relied upon the following searches and enquiries in England and Wales for the purpose of giving this Opinion:

   (a) an online search on 3 November 2026 and updated on 24 November 2026 of the public documents of the Company kept at Companies House in Cardiff (the "**Company Search**"); and

   (b) an enquiry by Dye & Durham (UK) Limited on our behalf on 24 November 2026 in respect of the Company with the Central Registry of Winding-up Petitions at the Companies Court in London (the "**Enquiry**").

5. This Opinion is given only with respect to English law in force and published at the date of this Opinion as applied by the English courts as at the date of this Opinion. We have made no investigation of, and therefore express or imply no opinion as to, the laws of any other jurisdiction or as to the application of English or any other law by any other courts. In particular we express no opinion on European Union law (as assimilated within English law, following the United Kingdom's departure from the European Union) as it affects any jurisdiction other than England. To the extent that the laws of any jurisdiction other than England may be relevant, we have made no independent investigation thereof and this Opinion is subject to the effect of such laws, including the matters contained in the opinion of Jones Day as to matters of New York law. We express no view on the validity of the matters set out in such opinion.

6. This Opinion is given on the basis that it and any non-contractual obligations arising out of it are governed by and shall be construed in accordance with English law as at the date of this Opinion. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Opinion.

7. For the purposes of giving this Opinion we have, with your consent and without investigation on our part, assumed the following:

   (a) the genuineness of all signatures (and that each signature is that of the person so named), stamps and seals and the authenticity and completeness of all documents submitted to us as originals;

   (b) the conformity to the originals of all documents submitted to us in translated, certified, photostatic, electronic or copy form and that where a document has been examined by us in draft or specimen form, it will be or has been executed in the form of that draft or specimen;

   (c) the directors of the Company have acted in accordance with their duties under the Companies Act 2006 while considering whether the Company should provide the Guarantees;

   (d) the giving of the Guarantees by the Company and the transactions referred to in the Underwriting Agreement and the Indenture have been or will be carried out, by each of the parties in good faith, for bona fide commercial reasons, for the purpose of carrying on their respective businesses (and, in the case of each of the Company, in furtherance of its objects, whether contained in its Articles of Association or otherwise), for the benefit of each of them respectively and on arm's length commercial terms and the provision of the Guarantees will promote the success of the Company for the benefit of its members as a whole;

   (e) the Company has not and will not give any Guarantee in consequence of bad faith, fraud, coercion, duress, misrepresentation or undue influence, on the basis of a mistake of fact or law or believing that the Guarantees are fundamentally different in substance or in kind from what they are, or in connection with money laundering or any other unlawful activity (including any breach of anti-terrorism, anti-corruption and human rights laws and regulations);

   (f) none of the parties to the Guarantees, the Indenture or the Notes is or will be engaging in misleading, deceptive or unconscionable conduct or seeking to conduct any relevant transaction or associated activity in a manner which is not, or to achieve any purpose which is not, apparent from the Guarantees which might render any of them illegal, void, voidable or unenforceable;

   (g) the truth, accuracy, correctness and completeness in all respects of all information, statements, certifications, acknowledgements, confirmations and representations and warranties (with the exception of representations and warranties on matters on which we have specifically and expressly given our opinion in this Opinion) contained in the Opinion Documents;

(h) (i) the facts on which the Resolutions were based were true and the directors' decisions were taken in the light of appropriate advice and in good faith and on reasonable grounds for believing that the transactions contemplated thereby would be most likely to promote the success of the Company for the benefit of its members as a whole and (ii) the Resolutions have not subsequently been amended, rescinded, revoked or superseded and are in full force and effect;

(i) each of the statements in the Certificate in relation to the Company is true and correct as at the date hereof;

(j) where a person has signed the Guarantees using DocuSign (or any other electronic signature technology), the digital record confirms that the relevant documents have been duly signed by such person;

(k) there have been no amendments to the Articles of Association of the Company since the date of the certified copies examined by us;

(l) the information revealed by the Company Search and the Enquiry (the "**Searches**") was accurate in all respects and has not since then been altered or supplemented;

(m) the Company (i) is able to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or would otherwise be solvent pursuant to any legislation applicable to it at the time of executing any Guarantee, and will not, as a consequence of executing any Guarantee, become unable to pay its debts within the meaning of that section or otherwise be insolvent pursuant to any applicable legislation and (ii) has not passed a resolution for its winding-up or dissolution and no proceedings have been commenced or steps taken for its winding-up Party or for the appointment of an administrator, administrative receiver, receiver or manager in relation to it or any of its assets or revenue (and no analogous procedure or step has been taken in any jurisdiction in relation to it);

(n) the Company's "centre of main interests" (as that term is used in Article 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) ("**EU Recast Insolvency Regulation**") as incorporated into English law pursuant to the European Union (Withdrawal) Act 2018 and The Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) and in The Cross-Border Insolvency Regulations 2006 (SI 2006/1030) (which implement the UNCITRAL Model Law on Cross-Border Insolvency in the UK) ("**Cross-Border Insolvency Regulations**")) is and always has been situated in England and Wales and it has no "establishment" (as that term is defined in Article 2(10) of the EU Recast Insolvency Regulation and in the Cross-Border Insolvency Regulations) in any other jurisdiction; and

(o) there is no other fact, matter, circumstance or document which would affect this Opinion and which was not revealed by the Opinion Documents or the Searches made and, in particular, there have been no amendments to, or waivers of, any agreement that we are not aware of that would affect this Opinion.

8. Based on the assumptions set out in paragraph 7 above and subject to the reservations, qualifications and observations set out in paragraph 9 below and any matters not disclosed to us, we are of the opinion that as at the date of this Opinion:

   (a) the Company has been incorporated and registered with limited liability in England and Wales and:

      (i) the Company Search revealed no order or resolution for the winding up of the Company and no notice of appointment in respect of the Company of a liquidator, receiver, administrative receiver or administrator; and

      (ii) the Enquiry indicated that no petition for the winding up of the Company had been presented;

   (b) the Company has the requisite corporate capacity to provide the Guarantees;

   (c) the Company has taken all necessary corporate action to authorise the Guarantees; and

   (d) the Guarantees have been duly executed by the Company.

9. The opinions set out in paragraph 8 above are subject to the following qualifications, reservations and observations:

   (a) The opinions in this Opinion are strictly limited to the matters stated in paragraph 8 and do not extend to any other matters. This Opinion is given only with respect to matters of law and we express no opinion as to matters of fact, commercial information or regulatory capital matters. We have not been responsible for investigating or verifying the accuracy of the facts (including statements of foreign law), or the reasonableness of any statement of opinion or intention, contained in or relevant to any document referred to in this Opinion, or that no material facts have been omitted therefrom. We have taken no steps to verify the assumptions in paragraph 7 independently and express no opinion in respect of any of them.

   (b) The Company Search is not capable of revealing conclusively whether or not:

      (i) a winding up order has been made or a resolution passed for the winding up of a company;

      (ii) an administration order has been made; or

      (iii) a receiver, administrative receiver, administrator, liquidator or moratorium monitor has been appointed,

   since notice of these matters may not be filed with the Registrar of Companies immediately and, when filed, may not be entered on the public database or recorded on the public microfiches of the relevant company immediately.

In addition, the Company Search is not capable of revealing whether or not a winding up petition has been presented or an application for an administration order has been made nor will the Company Search conclusively reveal whether a charge or other restriction or prohibition has been created in relation to the real property owned by the relevant party.

(c) The Enquiry relates only to a compulsory winding up and is not capable of revealing conclusively whether or not a winding up petition in respect of a compulsory winding up has been presented, since details of the petition may not have been entered on the records of the Central Registry of Winding up Petitions immediately or, in the case of a petition presented to a County Court, may not have been notified to the Central Registry and entered on such records at all, and the response to an enquiry only relates to current petitions (and not those which may have been subsequently withdrawn or otherwise dealt with).

(d) We give no opinion as to tax.

10. This Opinion is rendered to you and the persons entitled to rely on it pursuant to the Securities Act of 1933 (the "**Act**") and is solely for your benefit and their benefit in connection with the transactions covered hereby. This Opinion may not be relied upon by you or them for any other purpose, or disclosed to, furnished to, quoted to or relied upon by any other person, firm, entity or corporation for any purpose or in any manner, without our prior written consent. Notwithstanding the foregoing, we hereby consent to the filing of this Opinion as Exhibit 5.3 to the Current Report on Form 8-K dated the date hereof and incorporated by reference into the Registration Statement on Form S-3 (Registration No. 333-299875) (the "**Registration Statement**") filed by the Issuer and the Guarantors to effect the registration of the Notes and the Guarantees under the Act and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement on the basis that:

(a) this Opinion speaks only as of the date hereof; and

(b) we have no responsibility or obligation to update this Opinion letter, to consider its applicability or correctness to any person or entity other than you, or to take into account changes in law, facts or any other developments of which we may later become aware.

In giving such consent, we do not admit that we are included in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder

11. The delivery of this Opinion to you or any other person, firm, corporation or entity does not create a client-solicitor relationship with anyone who is not otherwise our client on this transaction. For the avoidance of doubt:

(a) we do not owe, and the issuance of this Opinion is not to be taken as implying that we owe, any recipient of this Opinion any duty of care (other than any duty of care as provider of this Opinion to any recipient who is entitled to rely on this Opinion) in relation to the transactions and matters contemplated by this Opinion;

(b) we have not advised any recipient of this Opinion (other than our client on this transaction) on the content of the Opinion Documents or its rights and obligations under the Opinion Documents or assisted it in any way in relation to the negotiation of the Opinion Documents or those rights and obligations, as to which it has been responsible for having taken such advice as it considers appropriate in the circumstances, including from its own legal advisors (if it has appointed legal advisors);

(c) the fact that a recipient has received this Opinion will not restrict us from representing and advising our client (if it so requests) in relation to any matter, including relating to the Opinion Documents (including in litigation, arbitration or any other dispute resolution procedure) at any time in the future (whether or not adverse to such recipient or any of its affiliates and whether or not separate advisers are retained on any such matter by such recipient) (a "**Representation**") or has created any client relationship between us and such recipient; and

(d) the fact that a recipient has received this Opinion will not cause us any conflict of interest in relation to acting on any Representation, we will not breach any duty that we may owe or be argued to owe to such recipient or its affiliates by accepting any Representation and such recipient will not, for its or any other entity or person, assert that we are disqualified from acting on any Representation by reason of it having received this Opinion.

Yours faithfully

/s/ Jones Day