



PURCHASE ORDER TERMS AND CONDITIONS

1. **Applicability.** This purchase order is an offer by **AvaSure, LLC** ("Buyer") for the purchase of the goods or services specified on the face of this purchase order from the party to whom the purchase order is addressed ("Vendor") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to Buyer's purchase order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. **Vendor's acceptance is expressly limited to the terms of this Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this Order.** If this Order has been issued by Buyer in response to an offer, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Order by Buyer is subject to the express condition that Vendor assent that this Order constitutes the entire agreement between Buyer and Vendor with respect to the subject matter hereof and thereof. These Terms apply to any repaired or replacement goods provided by Vendor hereunder.

2. **Acceptance.** Vendor's written acceptance or commencement of performance of this Order shall constitute acceptance. If Vendor does not accept this Order in writing within three days of Vendor's receipt of this Order, this Order will be deemed accepted by Vendor. Buyer may withdraw this Order any time before acceptance.

3. **Delivery Date.** Vendor shall deliver the goods in the ordered quantities or perform the services, each on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the goods or services is of the essence. If Vendor fails to deliver the goods or perform the services in full on the Delivery Date, Buyer may terminate this Order immediately by written notice to Vendor and Vendor shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Vendor's failure to deliver the goods or perform the services on the Delivery Date. Alternatively, if Vendor fails to meet the Delivery Date, Buyer, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Vendor's account. Buyer may return any goods delivered prior to the Delivery Date at Vendor's expense and Vendor shall redeliver such goods on the Delivery Date. Vendor may deliver no more than five (5) business days in advance of Delivery Date, unless previously agreed to in writing by Buyer. At Buyer's discretion, early delivery may be held on dock and received into system at scheduled Delivery Date. Invoicing of received goods will be based on receipt of goods date, regardless of date product arrived on Buyer's dock.

4. **Ship to Location.** All goods shall be delivered to the address specified in this Order (the "Ship to Location") or as otherwise instructed by Buyer.

5. **Shipping.** Delivery shall be as stated on the face of the

Order, but if not so stated, then delivery of goods shall be DDP Delivery Location (Incoterms 2020). Vendor shall give written notice of shipment to Buyer when the goods are delivered to a commercial carrier. Vendor shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Buyer promptly after Vendor delivers the goods to the transportation carrier. This Order number must appear on all shipping documents, shipping labels, air waybill/bill of lading, invoices, correspondence, and any other documents pertaining to this Order. Quantity of goods delivered shall not exceed 5% over or under the quantity ordered by Buyer unless otherwise noted on the face of the Purchase Order.

6. **Title /Risk of Loss.** Title passes to Buyer upon delivery of the goods to the Delivery Location. Vendor bears all risk of loss or damage to the goods until delivery of the goods to the Delivery Location.

7. **Packaging.** Goods must be packed for shipment according to Buyer's instructions and applicable packaging standards, or, if none, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards, and regulations. Vendor must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of packaging material shall be at Vendor's expense.

8. **Amendment.** No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by a Buyer authorized representative.

9. **Nonconforming Goods.** Buyer may inspect all or a sample of the goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the goods if it determines they are nonconforming or defective. If Buyer rejects any portion of the goods, Buyer may, upon written notice to Vendor: (a) rescind this Order in its entirety; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacement thereof. If Buyer requires replacement of the goods, Vendor shall, at its expense, promptly replace the nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective goods and delivery of replacement goods. If Vendor fails to timely deliver replacement goods, Buyer may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Order for default. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Vendor's obligations under this Order. Buyer may conduct further inspections after Vendor has carried out its remedial actions.

If the Vendor identifies nonconforming goods prior to or following shipment to Buyer, Vendor shall notify Buyer immediately. Buyer will evaluate the nonconformance and determine appropriate disposition.

10. **Price.** The price of the goods or services is the price stated in this Order. If no price is included in this Order, the price shall be the price set out in Vendor's published price list in force as of the date of this Order. Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent.

11. **Most Favored Customer.** Vendor warrants that the price for the goods or services is the lowest price charged by Vendor to any of its customers for similar volumes of similar goods or services.

If Vendor charges any other customer a lower price, Vendor must apply that price to all goods or services under this Order. If Vendor fails to meet the lower price, Buyer, at its option, may terminate this Order for default.

12. Payment Terms. Vendor shall issue an invoice to Buyer on or after the delivery and only in accordance with these Terms. Except as otherwise set forth on the face of the Order, Buyer shall pay all properly invoiced amounts due to Vendor NET 90 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder will be in US dollars and made by company check or as may otherwise be agreed between Buyer and Vendor. In the event of a payment dispute, Buyer shall deliver a written notice to Vendor reasonably describing each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Order notwithstanding any such dispute.

13. Changes by Buyer. Buyer may, at any time, in writing, make changes within the general scope of this Order, in any one or more of the following: (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place or timing of delivery; (d) materials, methods or manner of production; or (e) quantity. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Vendor for adjustment hereunder must be asserted within 5 days from Vendor's receipt of the change notice, but such period may be extended upon Buyer's written approval. However, nothing in this clause will excuse Vendor from proceeding with this Order as changed or modified.

14. Changes by Vendor. Vendor shall notify Buyer immediately of obsolescence or discontinuation of any materials, processes, or products. Changes by Vendor to the goods, manufacturing processes, location of manufacturing facility, sub-suppliers, and raw materials or construction thereof, will not be made without prior written approval from Buyer.

15. Set-off. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Buyer to Vendor.

16. Warranties. Vendor warrants to Buyer that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer and will be merchantable; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; merchantable; and free and clear of all liens, security interests or other encumbrances. Goods and services provided hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of and payment for the goods ordered or services provided hereunder. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the goods or services with the foregoing warranties. If Buyer gives Vendor notice of noncompliance, Vendor shall, at its own expense, promptly replace or repair the defective or nonconforming goods or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods or services to Vendor and the delivery of repaired or replacement goods or services to Buyer.

17. Termination for Default. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to Vendor, either before or after the acceptance of the goods or services, if Vendor has not performed or complied with any of these Terms, in whole or in part, if Vendor fails to make progress so as to endanger performance of the Order as reasonably determined by Buyer, or if Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates this Order pursuant hereto, Vendor's sole and exclusive remedy is payment for the goods or services received and accepted by Buyer prior to termination.

18. Termination for Convenience. Buyer may at any time (notwithstanding the existence of any of the causes or events specified in Section 17 or any other condition of default) to cancel in whole or in part, the undelivered portion of the goods or services by written notice to Vendor, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of this Order except as may be necessary to preserve and protect the work and materials then in process. Vendor shall use its best efforts to cancel and terminate all then existing orders placed by Vendor which are chargeable to the cancelled portion of this Order. In the event of such termination and if Vendor is not in default hereunder, Buyer shall pay Vendor, in addition to the price for all conforming goods and services previously delivered to and accepted by Buyer in accordance with the terms of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Vendor in connection with the cancelled portion of this Order, which payment(s) shall be in full settlement of all claims by Vendor arising out of such cancellation, provided that Vendor delivers to Buyer all goods, services and raw materials paid for by Buyer.

19. Indemnity. Vendor shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the goods purchased or services received from Vendor or Vendor's negligence, willful misconduct or breach of these Terms. Vendor shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

20. Intellectual Property Indemnity. Vendor shall, at its expense, defend, indemnify and hold harmless Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the goods or receipt of the services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Vendor shall not enter into any settlement without Indemnitee's prior written consent.

21. Insurance. Vendor shall maintain Commercial General Liability insurance, including public, product, premises and completed operations, contractual and vendors liability, with limits of not less than \$1,000,000 per occurrence and in the aggregate. Such insurance must: (a) be maintained with an insurance carrier reasonably acceptable to Buyer; (b) be written in a form reasonably acceptable to Buyer; (c) be primary and noncontributory with respect to any insurance carried by or on behalf of Buyer, (d) contain a waiver of subrogation in favor of Buyer; and (e) include

Buyer as an additional insured. On Buyer's request, Vendor shall provide Buyer with certificates of insurance evidencing the coverage required hereunder. Vendor must notify Buyer at least 30 days in advance of any material change, cancellation or nonrenewal of any such policy, except that ten days notice is required in the event of cancellation for non-payment of premium.

22. Subcontractors. If Vendor uses subcontractors for any part of the manufacture of the goods or performance of the services hereunder, Vendor shall be responsible and liable for all acts or omissions of its subcontractors. Vendor must obtain prior written authorization from Buyer to use subcontractors for any activity relating to the goods or services.

23. Compliance with Law. Vendor warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances, including but not limited to, all laws prohibiting engagement in corrupt practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act (2010). Vendor has, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order.

24. Export Control. Vendor shall comply with all export control and sanctions laws, regulations, and orders applicable at the time of export, re-export, transfer, disclosure or provision of goods, software, technology or services including, without limitation, the (i) Export Administration Regulations (EAR); (ii) International Traffic in Arms Regulations (ITAR); (iii) Foreign Assets Control Regulations and associated Executive Orders; and (iv) laws and regulations of other countries (collectively, "Export Control Laws"). Unless this Order is for goods to be supplied on a "build to print" basis by Vendor, Vendor shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, and (ii) either (a) the United States Munitions List (USML) category of such goods, software, technology or services that are controlled by the ITAR, or (b) the Export Control Classification Number (ECCN) of such goods, software or technology that are controlled by the EAR and (iii) any analogous classification under any other applicable law. If any goods to be provided under this Order are USML items, Vendor represents that it maintains registration with the Directorate of Defense Trade Controls. Vendor shall not export, re-export, transfer, disclose or otherwise provide Buyer's technical data controlled by Export Control Laws ("Technical Data") to any foreign persons or foreign commercial entities, or modify or divert such Technical Data to any military application without Buyer's advance, written authorization. Any subcontracts between foreign persons in the approved country for manufacture of goods or provision of services shall contain all the limitations of this Section. Upon Buyer's request, Vendor shall demonstrate to Buyer's reasonable satisfaction Vendor's subcontractors' compliance with this Section and all Export Control Laws. Upon completion of its performance under this Order, Vendor and its subcontractors shall destroy or return to Buyer all Technical Data.

25. Government Contracts. If this Order is issued under any U.S. Government agency contract or subcontract thereunder, then Vendor shall comply with all of the applicable provisions of Title 48 of the Code of Federal Regulations ("CFR") relating to procurement by U.S. Governmental agencies, as the same may be amended, superseded or modified. Vendor is charged with knowing and complying with any and all such provisions incorporated herein.

26. Record Retention, Inspection and Audit Rights. Vendor shall maintain complete books and records, including inspection records, with respect to all goods and services, which records shall be in English and be available to Buyer during performance of this Order and until the later of 6 years after final payment; final

resolution of any dispute involving the goods or services delivered hereunder; or the latest time required by applicable law or regulation. Vendor shall at any time, and after reasonable notice by Buyer, (i) grant to Buyer, Buyer's customers and/or to any applicable regulatory authority, unrestricted access to (or if Buyer so requests, provide to Buyer copies of) such books and records, wherever such books and records may be located (including third-party repositories), and (ii) provide Buyer, Buyer's customers and/or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at Vendor's premises, including manufacturing and test locations, for the purpose of enabling Buyer to verify compliance with the requirements of this Order or for any other purpose indicated by Buyer's customers or said authority in certification, manufacture, use and/or connection with the design, development or support of the goods or services. Vendor and its subcontractors shall furnish all reasonable facilities and assistance for the safe performance of the inspection, test, audit and/or investigation.

27. Conflict Minerals. Buyer is committed to not sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer's corporate policies, legal obligations and existing international standards, and Vendor agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd- Frank Wall Street Reform and Consumer Protection Act. Specifically, on an on-going basis, Buyer will request data from Vendor concerning the so-called "conflict minerals" used in Vendor's products, the origin of such minerals in Vendor's supply chains, and whether trade in these minerals may support conflict in the Democratic Republic of the Congo (DRC) and its adjoining countries. Buyer expects Vendor to pass these data requests up Vendor's supply chain in order to determine the source of such minerals. Buyer may be required, and may require Vendor, to perform due diligence on the chain of custody of conflict minerals in the supply chain. In addition, Vendor may be required to make certifications to Buyer with respect to the use of conflict minerals. Buyer will evaluate and may terminate the ongoing business relationship with Vendor if Vendor's supply chain is determined to include the purchase of minerals that support conflict in this region, or if Vendor fails to timely provide relevant data or certifications upon Buyer's requests

28. No Waiver. No waiver by any party of any of the provisions of this Order will be effective unless in writing and signed by the party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

29. Confidential Information. All confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless Buyer agrees in writing. Upon Buyer's request, Vendor shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by

Vendor on a non-confidential basis from a third party who was not under any obligation of confidentiality. In the event that AvaSure and Vendor have entered into a separate Non-disclosure or proprietary information agreements, that separate agreement will control in the event of any conflict with the terms herein,

30. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Vendor recognizes that Buyer is a critical supplier/manufacturer to the health care industry and as a result, Vendor is therefore a critical supplier/manufacturer and that a pandemic, such as COVID-19 is not a Force Majeure Event. Vendor's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Vendor shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Vendor from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice.

31. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Vendor's prior written consent.

32. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

33. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

34. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to this Order.

35. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America for the

Western District of Michigan or the courts of the State of Michigan, in each case located in the County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

36. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

37. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.

38. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

39. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.