



Purchase Order Terms & Conditions

1. Applicability:

- a) This purchase order is an offer by Avēsis LLC (the "**Buyer**") for the purchase of the goods specified on the face of this PO (the "**Goods**") from the party to whom the PO is addressed (the "**Seller**") in accordance with the terms and conditions outlined herein (the "**Terms**"); together with the terms and conditions on the face of the purchase order, the "**Purchase Order**").

2. Acceptance of Purchase Order:

- a) By accepting this Purchase Order (PO) in writing, the Seller agrees to provide the goods and/or services specified in the Purchase Order in accordance with the terms and conditions outlined herein. Buyer may withdraw the Order at any time before it is accepted by Seller.

3. Delivery:

- a) The Seller shall deliver the goods/services to the location specified in the Purchase Order on or before the agreed-upon delivery date.
- b) All Goods shall be delivered to the address specified in this Purchase Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
- c) Delivery shall be made in accordance with the terms on the face of this Order. The Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Order.
- d) Buyer reserves the right to cancel the Purchase Order, or any portion thereof, if delivery is delayed.

4. Quality and Compliance:

- a) Title passes to Buyer upon delivery of the Goods at the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods at the Delivery Location.
- b) Goods must meet the specifications outlined in the Purchase Order and adhere to all applicable laws and regulations. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods.
- c) If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- d) Services must be performed with due diligence and in accordance with industry standards.

5. Payment:

- a) The price of the Goods is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase 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 sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

- b) The Buyer agrees to pay the agreed-upon price for the goods and/or services within the specified payment terms.
- c) Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Invoices must be submitted promptly, and any discrepancies should be reported within a reasonable timeframe. Buyer shall pay all properly invoiced amounts due to Seller within sixty days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith.

6. Amendment and Modification:

- a) Any changes to the Purchase Order must be agreed upon in writing by authorized representatives of both parties and specifically states that it amends this Purchase Order only.

7. Cancellation:

- a) The Buyer reserves the right to cancel the Purchase Order without liability if the Seller breaches any terms herein.
- b) The Seller may cancel the Purchase Order only with the Buyer's written consent.

8. Warranties:

- a) The Seller warrants to Buyer that for a period of 6 months from the Delivery Date that all Goods/Services provided will be free from defects in materials and workmanship; (b) conform to applicable specifications; (c) be fit for their intended purposes and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) 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 by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.
- b) The Seller shall remedy any defects or deficiencies promptly at no additional cost to the Buyer.

9. Limitations of Liability:

- a) Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 8, 10, 11, and 12 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

10. Indemnification:

- a) The Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's 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 right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.
- b) The Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

11. Compliance with Law:

- a) Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Purchase Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Purchase Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods.

12. Confidentiality:

- a) All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller 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 the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

13. Assignment:

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

14. Relationship of the Parties:

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

15. Governing Law and Jurisdiction:

- a) Any disputes arising out of or in connection with this Purchase Order shall be governed by the laws of Arizona, and both parties submit to the exclusive jurisdiction of the courts in that jurisdiction.
- b) Any legal suit, action or proceeding arising out of or relating to this Purchase Order shall be instituted in the federal courts of the United States of America or the courts of the State of Arizona in each case located in the City of Phoenix and County of Maricopa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

16. Severability:

- a) If any term or provision of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Force Majeure:

- a) Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of nature, war, terrorism, strikes, or government actions.

18. Notices:

- a) 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 Purchase 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 or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

19. Entire Agreement:

- a) This Purchase Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to this 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 of this Purchase Order. The Purchase Order expressly limits Seller's acceptance to the terms of the Purchase Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Purchase Order.

By accepting and fulfilling Avesis Purchase Orders, the Seller acknowledges and agrees to these terms and conditions.