



#### PURCHASE ORDER TERMS AND CONDITIONS

1. **Acceptance:** This purchase order and any attachments or exhibits hereto (collectively, the "Purchase Order") shall be deemed accepted by the seller upon receipt of the goods or performance of the services being purchased. No terms or conditions contained in the seller's acceptance or other documents that are in any way inconsistent or in conflict with the terms and conditions of this Purchase Order shall be binding upon the buyer unless specifically agreed to in writing by the buyer.
2. **Price/cost:** The seller will be under analysis to ensure that the cost of the good is within the expected range of the commodity purchased. This can be measured at the buyer's discretion by the means determined by the leadership team. The seller may be required to provide an index that their goods are aligned with or other supporting documentation to demonstrate the price quoted prior to the final execution of the purchase order. Any changes to the agreed upon prices must be approved in writing by the buyer. The seller shall make every effort to minimize costs and pass on any cost savings to the buyer.
3. **Payment:** The buyer shall pay for the goods or services being purchased in accordance with the payment terms specified in the Purchase Order. Payment shall be made by check, wire transfer, or credit card, as agreed upon by the parties. All payments shall be made in United States dollars.
4. **Delivery:** The seller shall deliver the goods or services being purchased to the buyer at the location specified in the Purchase Order. Delivery shall be made by shipping, pickup, or other method as agreed upon by the parties. The seller shall be responsible for all costs associated with delivery, unless otherwise specified in the Purchase Order. The seller shall also provide the buyer with a packing list and bill of lading or other appropriate shipping documents.
5. **Quality:** The seller warrants that the goods or services being purchased will be of good quality and free from defects in material and workmanship. If the goods or services do not meet this warranty, the buyer may, at its option, either return the goods or require the seller to repair or replace them. This warranty shall be in effect for a period of 12 months from the date of delivery.
6. **Intellectual property:** The seller represents and warrants that the sale of the goods or services being purchased does not infringe upon any third-party intellectual property rights. The buyer shall have the right to use the intellectual property contained in the goods or services for its own internal business purposes.
7. **Indemnification:** The seller shall indemnify and hold the buyer harmless from any and all claims, damages, or expenses arising out of or in connection with the sale of the goods or services being purchased. The seller shall also defend the buyer against any third-party claims arising out of or in connection with the sale of the goods or services, and shall pay any damages or expenses that may be awarded against the buyer as a result of such claims. The buyer shall indemnify and hold the seller harmless from any and all claims, damages, or expenses arising out of or in connection with the buyer's use of the goods or services.

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8. **Governing law:** These terms and conditions shall be governed by and construed in accordance with the laws of the state of Delaware, and any legal action arising out of or in connection with these terms and conditions shall be brought in the courts of Delaware.
9. **Entire agreement:** These terms and conditions constitute the entire agreement between the parties, and supersede all prior agreements or understandings, whether written or oral. Any modification of these terms and conditions must be in writing and signed by both parties.

