

# IC Biomedical, LLC

## General Terms and Conditions for the Purchase of Goods and Services

1. General. These terms and conditions of purchase (these "Terms") which govern the terms of purchase of goods ("Goods") and services ("Services") by IC Biomedical, LLC and its subsidiaries ("Buyer") from the seller (the "Seller") (i) named on the reverse side hereof, or (ii) named in the applicable purchase order submitted by Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail in the event they are inconsistent with these Terms. The (i) applicable purchase order (the "Order"), (ii) these Terms, and (iii) any additional specifications, drawings and other data provided by Buyer in connection with the purchase order (the "Buyer Specifications," and, collectively with the Order and these Terms, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sale confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of an Order, whether by partial performance or otherwise, constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services. Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed to in writing by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full prior to or on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Seller shall deliver all Goods to the address specified in the Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material and any return of such packaging material shall be made at Seller's risk of loss and expense. Seller shall provide the Services Buyer as described and in accordance with the schedule set forth on the reverse side of these Terms and in accordance with the terms and conditions set forth in these Terms. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

3. Price/Payment Terms. The price of the Goods and Services is as stated in the Order (the "Price"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Point, 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. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Unless otherwise specified in the Order, Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. 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 Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 3. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

4. Changes. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Goods or Services. Seller shall within five(5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed Goods or Services, as applicable, subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges

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that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or the performance or delivery deadlines under this Agreement.

5. Risk of Loss and Title. Unless otherwise specified in an Order, all Goods will be sold DDP (Delivery Duty Paid, INCOTERMS 2020) the Delivery Point specified in the Order issued by Buyer. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete only upon actual receipt and acceptance of the Goods by Buyer. Risk of loss or damage to goods rejected by Buyer or to Goods for which acceptance has been revoked remain with Seller. Title to Goods shall pass at the earlier of receipt and acceptance of conforming Goods by Buyer or payment in full for such Goods.

6. Seller's Obligations Regarding Services. Seller shall: (i) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (ii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (iii) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve; (iv) require any subcontractor approved by Buyer in accordance with Section 21 hereof to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer; (v) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; (vi) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Buyer; and (vii) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

7. Warranty. (i) Seller warrants that for a period of twelve (12) months from the Delivery Date or the maximum length under applicable law, whichever is longer, all Goods will: (a) be free from any defect in material, workmanship, and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose 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; and (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The warranties set forth in Section 7(i) shall survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. (ii) The warranties set forth in this Section 7 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 or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (a) 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, and, if applicable, and (b) repair or re-perform the applicable Services.

8. Nonconformity. Buyer has the right to inspect the Goods on or within five (5) business days 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: (i) rescind this Agreement in its entirety; (ii) accept the Goods at a reasonably

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reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly (and in no event more than ten (10) days after Buyer's notice request replacement, replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with Goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 14. If any of the Services are found at any time to be not in conformity with the requirements of this Agreement, Buyer shall also have the right, but not the obligation, to require re-perform, at Seller's sole cost and expense, such Services. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. General Indemnity. Seller shall, to the fullest extent provided by law, defend, indemnify and hold harmless Buyer, its successors, assigns and their respective employees, officers, directors, and managers (collectively, "Indemnitees"), from and against claims, liability, loss, damages, injury of any kind or character, fine, penalty or expense, including reasonable attorneys' fees 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") which are caused by, arise out of or are connected with, directly or indirectly (i) the Goods and Services purchased from Seller, or (ii) Seller's negligence, willful misconduct, or breach of these Terms. Buyer may elect, at any time upon written notice to Seller, to take over the defense of any claim arising under this Section 9. Seller shall diligently pursue the defense of any claim arising under this Section 9 and Seller shall not enter into any settlement without Buyer's prior written consent.

10. Intellectual Property Indemnity. 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 or use of the Services 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. Insurance. During the term of this Agreement and the applicable warranty period, Seller shall, at its sole cost and expense, maintain and carry in full force and effect insurance in reasonable limits, including, without limitation, workers' compensation, comprehensive general liability, automobile liability, bodily injury and property damage insurance and other such insurance in reasonable amounts as Buyer may require with financially sound and reputable insurers. In addition, Seller and all of its employees, agents and subcontractors shall comply with all site requirements if entering onto Buyer's or Buyer's customer's property. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from its insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' written notice prior to the effective date of any cancellation or material change in the terms of coverage of any required insurance; provided, however, such notice shall not relieve Seller of its obligations to procure and maintain the required insurance. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. Seller Information. Unless otherwise agreed to in writing signed by Buyer's duly authorized representative, any knowledge or information concerning the design, manufacture, sale or use of the Goods or Services covered by this Agreement which Seller may disclose to Buyer incident to the performance, manufacture or delivery of the Goods or Services covered by this Agreement shall be deemed to have been disclosed as a part of the consideration for this Agreement and to be free from all restrictions as to the use or disposition thereof by Buyer, and Seller agrees not to assert any claim against Buyer by reason of Buyer's use or disposition thereof.

13. Buyer Property and Information. Buyer shall retain exclusive title to the Buyer Specifications, and any additional specifications, drawings, data, sketches, designs, patterns, dies, molds, tooling, equipment, and materials of every

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description paid for or supplied by Buyer for use in the performance of this Agreement. Seller shall for all times keep non-public, confidential or proprietary information of Buyer, including, without limitation, the Buyer 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 this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance 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. Any personal property provided by Buyer shall be retained by Seller on consignment, suitably identified as Buyer's property. Seller shall hold and maintain any such Buyer personal property at its risk and expense, shall keep such Buyer personal property insured at its expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Buyer, and shall not use such articles except in filling Buyer's Orders.

14. Termination. In addition to any remedies available under these Terms, Buyer may terminate this Agreement with immediate effect upon notice to the Seller, either before or after the acceptance of Goods or the Seller's delivery of the Services, if one or more of the following events shall occur: (i) Seller fails to perform or comply with any of these terms, in whole or in part; (ii) any adverse material change in the position, financial or otherwise, of Seller; or (iii) the insolvency of Seller, or the filing of a petition for bankruptcy or commencement by or against Seller of proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

15. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of Georgia, excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any Order issued in connection with this Agreement. Seller waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Atlanta, Georgia.

16. Software. Seller grants to Buyer a non-exclusive royalty free perpetual license to use any standard software provided by Seller hereunder and to sublicense the same. Buyer shall not be bound by any terms and conditions that may accompany any software. Seller grants to Buyer an unlimited, exclusive and perpetual license to use, modify and sublicense any custom software provided by Seller to Buyer.

17. United States Government Contracts. If an Order is placed under a U.S. Government Contract (prime or subcontract), then such Order is also subject to the applicable U.S. Government contract clause(s), including but not limited to FAR AND DFAR clauses, as are required by law and the applicable U.S. Government contract, which are hereby incorporated into these Terms by reference and carry the same force and effect as if they were given in full text herein. All such clauses incorporated herein are those in effect on the date of the applicable Order. In all such clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the provision except as otherwise agreed in writing by the parties. Seller shall include in each lower-tier subcontract the appropriate flow-down clauses from FAR and DFAR as required by law and the applicable U.S. Government contract.

18. Compliance with Laws. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under

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this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on any Goods.

19. Right to Access and Audit. Buyer shall have reasonable access to Seller's and its approved subcontractor's facilities to view and expedite any Goods or Services which are the subject matter of any Order. For a period of not less than five (5) years after completion of this Agreement, or as otherwise required by law if longer, Seller shall keep full and accurate books of accounts and records relating to the performance of this Agreement, and shall allow the authorized representatives of Buyer to have access to such books and records, and make copies thereof at Buyer's or its authorized representatives; cost and expense, during such period upon reasonable prior notice.

20. Force Majeure. If any obligation under this Agreement is prevented, restricted or interfered with by any act of God, fire or other casualty, embargo, power or supplies, war or violence, acts of terrorism, epidemic, pandemic, outbreak, quarantine, or any law, order, proclamation, ordinance, demand or requirement of any governmental agency or similar event beyond such party's reasonable control (each, an "Event of Force Majeure"), such party shall promptly give the other party written notice of the Event of Force Majeure. Delays caused by labor disputes, changes in cost or availability of raw materials or components based on market conditions, or scheduled downtime for maintenance shall not constitute an Event of Force Majeure. No later than seventy-two (72) hours after the occurrence, Seller will provide written notice describing such delay and assurance of when the delay will be cured. During any such delay, Buyer may, at its option: (i) cancel any Order and purchase the Goods or Services from third parties without liability; (ii) to the extent available, require Seller to deliver all finished goods, work in process, tooling, and parts and materials produced or acquired for work under the Order; or (iii) have Seller provide the Goods or Services from other sources and at the price set forth in the Order.

21. Assignment/Subcontracting. Assignment, subcontracting, delegating, or otherwise disposing of this Agreement or any rights, interest, or obligations hereunder, in whole or in part, or of any interest herein, or of any payment due hereunder, including any performance or any amount that may be due thereunder, without Buyer's prior written authorization, is prohibited. For the avoidance of doubt, any approval by Buyer of Seller's subcontractor for the performance of any Services shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such permitted subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees.

22. Notice. Any notice to be given under or pursuant to this Agreement shall be in writing and may be sent by hand or by post or by registered post or by overnight delivery service or transmitted by facsimile and such notice shall be addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

23. Third-Party Beneficiaries. Except as may otherwise be expressly stated herein (including, without limitation, with respect to Indemnitees), no provision of this Agreement is intended or shall be construed to confer on any person, other than the parties hereto and their respective successors and permitted assigns, any rights hereunder.

24. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: General Indemnity, Intellectual Property Indemnity, Insurance, Seller Information, Buyer Property and Information, Governing Law, Software, Compliance with Laws, and Survival.

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25. Miscellaneous. These Terms may not be amended, changed, modified, contradicted, explained or supplemented (including by course of dealing between the parties, usage of trade or otherwise), except by a written instrument signed by authorized officers of each party hereto which refer specifically to these Terms. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. Buyer's failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Seller and Buyer have agreed that these Terms and the Agreement be drafted in English. If any provision, or any part thereof, of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. Headings are for convenience only and shall be given no legal effect. Seller is not the agent, partner, employer, joint venturer or legal representative of Buyer and Seller shall have no authority to assume or create any obligation on behalf of, or in the name of, Buyer.