

IC BIOMEDICAL, LLC
STANDARD TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY.** These Terms and Conditions of Sale (“**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by IC Biomedical, LLC, or any of its subsidiaries (the applicable entity selling the Goods is referred to herein as “**Seller**”) by the applicable buyer (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by Seller and Buyer is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying sales order acknowledgement, invoice, and these Terms (collectively, the “**Agreement**”) comprise the entire understanding 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 Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event any terms and conditions contained in these Terms, the sale order acknowledgement, or invoice conflict with the terms and conditions contained in any other of such documents, the order of precedence is: (a) the invoice; (b) the sales order acknowledgement; and (c) these Terms.

2. **PRICES.** All Goods are hereby offered for sale at prices to be established by Seller (the “**Price(s)**”). Unless otherwise specified in the applicable sales order acknowledgement or invoice, (a) the cost of packing and crating is not included in the Price(s) and will be separately listed as a line item in the applicable invoice and (b) Seller reserves the right to make Price changes within the periods of installment contracts, blanket or similar orders. All sales and shipments are subject at all times to credit approval by Seller.

3. **DELIVERY.** The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order. Any Delivery dates contained in confirmation of sale or invoice issued by Seller are approximate and Seller shall not be liable for any delays, loss, or damage in transit. Seller reserves the right, in its sole discretion, without liability or penalty, to divide Buyer's order into separate shipments and to invoice and otherwise treat each shipment as a separate order subject to these Terms. If any or all Goods are not delivered when ready due to the request of Buyer or if for any reason Buyer otherwise fails to accept delivery: (a) risk of loss to the Goods shall pass to Buyer; (b) the Goods shall be deemed to have been delivered; and (c) Seller may, at its option, store such Goods until Buyer picks them up, whereupon Buyer shall be liable for all related expenses and costs attributable thereto (including, without limitation, storage and insurance), and shall promptly reimburse Seller upon submission by Seller of invoices for such costs incurred by Seller to Buyer..

4. **SHIPPING; TITLE AND RISK OF LOSS.** Unless otherwise agreed in advance in writing by Seller, delivery of Goods hereunder shall be Ex Works (INCOTERMS 2020) Seller’s plant or warehouse (the “**Named Place**”), with loading and transportation expenses paid by Buyer. Title and risk of loss passes to Buyer (whose responsibility it shall be to file claims with the carrier) upon the Goods being made available to Buyer at the Named Place. If no carrier instructions are

provided by Buyer, Seller may use its reasonable discretion in selecting the transportation method and routing at Buyer's risk and cost. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereto, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code.

5. **TAXES.** All Prices are exclusive of any applicable sales, use, excise and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer hereunder. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Any taxes (including income, stamp and turnover taxes), duties, fees, charges, or assessments of any nature levied by any governmental authority other than Seller's income, revenues, gross receipts, personnel or real or personal property or other assets in connection with this transaction, whether levied against Buyer, against Seller or against its employees, will be for Buyer's account and will be paid directly by Buyer to the governmental authority concerned. If Seller is required by law or otherwise to pay any such levy and/or any fines, penalties or assessments arising as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the amount of any payments so made by Seller will be promptly reimbursed by Buyer to Seller upon demand.

6. **PAYMENT TERMS.** Unless otherwise agreed in advance in writing by Seller, payment terms are thirty (30) days after invoice date. Buyer shall make all payments hereunder in US dollars. As per Seller's discretion, Buyer shall pay interest on all late payments at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

7. **INSPECTION ON RECEIPT.** Buyer must examine and inspect the Goods within fifteen (15) days of receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of Nonconforming Goods during such fifteen (15) day period and provides such written evidence or documentation as reasonably required by Seller. "**Nonconforming Goods**" means only: (a) product shipped is different than identified in Buyer's purchase order; (b) product's label or packaging incorrectly identifies its contents; and (c) product with visible damage from shipping or other visible defect. Unless otherwise agreed in advance in writing by Seller, variations in the Goods as to composition, dimensions, quantity and the like shall be permissible and not cause for Buyer's rejection or revocation if within prevailing industry standards. Buyer's receipt of any Goods delivered hereunder without timely objection shall be an unqualified acceptance, and a waiver by Buyer, of any and all such claims with respect to such Goods. If Buyer notifies Seller of any Nonconforming Goods within the fifteen (15) day period described above, Seller shall, in its

sole discretion, (i) replace such Nonconforming goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the Seller facility designated in writing by Seller. If Seller exercises its option to replace the Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Buyer location where such Nonconforming Goods were originally received.

8. **CONFIDENTIALITY.** Buyer shall not divulge, disclose, reveal or communicate to any business entity or other person any non-public, confidential or proprietary information of Seller, including any confidential information or trade secrets which Buyer may obtain by virtue of Buyer's relationship with Seller, including, without limitation, any of Seller's or its affiliates' customers (including customer lists), sales prices (including price lists, discounts or rebates), costs, plans, technology, formulas, processes, policies, techniques, drawings, calculations, projects, know-how, trade practices, trade secrets, specifications, samples, patterns, designs, business operations, commercial, administrative and financial information and documents or other data, considered by Seller to be confidential information ("**Confidential Information**"). All such Confidential Information shall only be used by Buyer solely as necessary for Buyer to perform under and in accordance with this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Buyer shall be liable for all damages and/or losses of Seller arising out of Buyer's breach of this Section and shall promptly notify Seller of any unauthorized disclosure of any Confidential Information. Such liability of non-disclosure of confidential information shall remain in force even the underlying contract is terminated or ended-up for whatever reason.

9. **LIMITED WARRANTY.**

(a) **THE LIMITED WARRANTY DESCRIBED AT [_____], WHICH IS HEREBY INCORPORATED HEREIN BY THIS REFERENCE, IS SELLER'S SOLE WARRANTY WITH RESPECT TO THE GOODS. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED AT [_____], SELLER DISCLAIMS AND MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY, (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) WARRANTY OF TITLE, OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

(b) Parts, components and accessories manufactured by a third party but supplied by Seller are not covered by the warranty in Section 9(a), but the equipment manufacturers' warranties shall apply and Seller shall assign any warranties provided by any third party equipment manufacturers to Buyer to the extent such third party warranties are transferable by Seller.

(c) The warranty referenced in Section 9(a) does not cover any designs, products, services (including installation services) or material furnished by a person other than Seller and does not apply to any damage or defect caused by: (i) normal wear and tear, lack of proper maintenance, or improper installation or repair by third party; (ii) alterations or modifications not approved by Seller in writing (installation of normal maintenance parts does not constitute modification); (iii) mis-use, abuse, excessive external forces, negligence or accident; or use or operation contrary to law or Seller instructions or specifications, or outside normal operating conditions. Buyer agrees to indemnify Seller for any claims based upon or arising out of the Buyer's or a third party's commission of the actions described in this Section 9(c).

(d) Seller shall not be liable for a breach of the warranty described in Section 9(a) unless: (i) Buyer gives Seller prompt written notice, sent to **CS.USA@icbiomedical.com** of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine the Goods and Buyer (if requested to do so by Seller) returns such Goods to the Seller location specified by Seller (at Seller's cost) for examination to take place at such location; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective. If it is ultimately determined that a Good was not defective or covered by warranty, then Buyer agrees to pay Seller for all costs which it incurred in connection with such matter.

(e) Seller shall not be liable for a breach of the warranty in Section 9(a) if: (i) Buyer makes any further use of such Goods after giving such notice to Seller as contemplated in Section 9(d); (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions with respect to storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 9(d) and Section 9(e), with respect to any such Goods during the applicable warranty period described in Section 9(a), Seller shall, in its sole discretion, either: (i) repair or replace such Good (or defective part), which repair or replacement may occur, at Seller's option, at Seller's repair location or Buyer's location; or (ii) credit or refund the price of such Goods at the pro rata contract rate. If Seller opts to repair or assess the Good at Seller's repair location, Buyer shall be solely responsible for costs incurred by Seller to obtain working access to the defect (including disassembly and reassembly) and transportation costs to and from Seller's repair facility. Repairs or replacements made pursuant to this Section 9(f) shall be warranted for the time remaining in the original warranty, or thirty (30) days after completion of such repair or replacement, whichever is longer.

(g) THE REMEDIES SET FORTH IN SECTION 9(F) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 9(A).

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING

OUT OF A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

11. **CANCELLATION.** Once an order has been accepted by Seller, it cannot be modified, cancelled or terminated by Buyer in whole or in part, except with Seller's written consent, signed by a duly authorized representative of Seller. In the event a termination or cancellation is agreed to, Seller must be paid for all Goods provided prior to cancellation and be fully reimbursed for its fully loaded costs including costs of material purchased or committed to, fully burdened labor costs, reasonable overhead allocation, and a reasonable profit.

12. **TERMINATION.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continue for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) 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.

13. **COMPLIANCE WITH LAWS; ANTICORRUPTION AND ANTI-BRIBERY.**

(a) Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any import clearance.

(b) In relation to any transaction involving the Good that are the subject of the Agreement, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person, in either case with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption and anti-bribery laws of any country having jurisdiction over Buyer or the transaction involving the Goods that are the subject of the Agreement and will in all cases comply with the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

(c) In the event Seller reasonably believes that any provision of this Section 13 has or may have been breached, Buyer shall cooperate with Seller's investigation to clear the matter

and Seller shall not be obligated sell or provide Goods to take any act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by Seller shall not constitute breach of any obligation in respect of the transaction to which the Agreement applies or otherwise.

14. **FORCE MAJEURE.** Any delay or failure in the performance of Seller shall be excused if and to the extent such failure of delay is caused by or results from acts beyond Seller's reasonable control, including, without limitation, the following ("**Force Majeure Events**"): (a) flood, fire, earthquake, other potential disasters or catastrophes such as epidemics, pandemics, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) strike or labor disputes, or other industrial disturbances; (d) loss or damage in shipment, failure or refusal of any carrier to transport material, delay in transport thereof; (e) failure of any source of supply to honor orders within time periods customarily or heretofore experienced by Seller, shortage or lack of material, fuel or power, sale or transfer of manufacturing facilities; (f) embargo; (g) acts of God; (h) government order, law, or actions; and (i) and national or regional emergency. If, due to any Force Majeure Event, Seller's performance is impacted, Seller may allocate production, inventory and deliveries (in any manner fair and reasonable to the extent that Goods are not special or unique) and will notify Buyer within a reasonable period of time after the occurrence of such Force Majeure Event that there will be delay or non-delivery. Seller shall not be liable for damages and/or losses arising out of any delay or non-delivery caused as a result of any Force Majeure Event.

15. **OTHER.**

(a) These Terms may only be amended or modified in a writing which specifies that it amends these Terms and is signed by an authorized representative of each party.

(b) No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No 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.

(c) The Agreement, including any Exhibits and documents referenced herein, shall be governed by and constructed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply to the Agreement or any purchases hereunder. Any dispute arising out of application or interpretation of the Agreement or the Terms shall be resolved in the Federal or state courts in the State of Georgia. Such courts shall have exclusive jurisdiction and venue for resolution of all such disputes and the parties hereto do hereby irrevocably submit to such jurisdiction and venue and waive any objection to the contrary hereafter.

(d) Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement, including, but not limited to, the following provisions: Section 8; Section 10; Section 13; Section 15(b)-(d); and Section 15(f).

(e) If any term of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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 the authority to contract for or bind the other party in any manner whatsoever.