

AEROVAC's General Sales Terms and Conditions of Sale

1. Offer and Acceptance. These Standard Terms and Conditions are a part of, and govern, all transactions between Aerovac LLC, a Delaware limited liability company ("Aerovac" or "Seller") and you, the Buyer ("you" or "Buyer"), and supersede any terms and conditions in any of Buyer's documents. You may submit, accept or confirm orders using your form documents; provided, however, that no terms or conditions therein shall apply. If any form document you submit to Aerovac constitutes an offer or acceptance of an offer to purchase products from Aerovac, these Standard Terms shall govern the resulting contract. Your acceptance of any offer by Aerovac to sell products (the "Products") to you must be limited to these Standard Terms and the additional terms set forth by Aerovac in such offer. YOU ARE HEREBY NOTIFIED THAT AEROVAC OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY ACCEPTANCE OR ANY OFFER MADE BY YOU. Aerovac shall not be deemed to have waived this provision if it fails to object to the conditions appearing in, incorporated by reference, or attached to any Buyer's document. Buyer's acceptance of products called for in either a sales contract or in an Aerovac purchase order accepted by Aerovac shall constitute Buyer's acceptance of these Standard Terms and Conditions of Sale.

2. Price and Taxes. The price, quantity and subject matter of the products to be provided are specified on the applicable Aerovac order confirmation or invoice. Prices do not include shipping, insurance, sales or excise taxes, tariffs, customs, duties (import or export), assessment, or other charge which is imposed by any governmental authority upon the Products, transactions, and/or services contemplated hereunder (including the delivery, sale, use, production or consumption of the Products or privilege of doing any of the same), and/or which is imposed on or measured by the price of the Products or the proceeds of sale hereunder, and/or which is incurred by Seller in connection with the Products sold hereunder due to any governmental action concerning the regulation, control or limitation of greenhouse gases (each a "Tax"), shall be added to the price or prices set forth herein and shall be paid by Buyer or to be reimbursed by Buyer to Seller in the event Seller may be required to pay any such Tax, unless said price or prices specifically state that they include any particular Tax, and such charges may be separately itemized on the invoice and shall be paid by Buyer. Additional charges may be added for air shipments and special packaging requirements.

3. Purchase and Shipments.

- a) Buyer shall submit written purchase orders to Seller specifying shipping instructions, quantities and delivery dates for Products, which purchase orders shall be subject to Seller's written acceptance. Buyer may not cancel any purchase orders once accepted by Seller without Seller's prior written consent. A time or date stated for delivery is an estimate only and Buyer shall not be entitled to receive any changes for late deliveries. Each Product shipment shall constitute a separate and independent transaction and Seller shall be entitled to be paid in full by Buyer for each such shipment without regard to any other shipments.
- b) Unless Buyer is purchasing Product(s) as an authorized Seller distributor or reseller, all purchases of Product(s) shall be used by Buyer solely and exclusively for further manufacturing, provided that the Products shall never be used with respect to the manufacture of biomaterials.
- c) If Buyer is purchasing the Product(s) as an authorized Buyer distributor or reseller, Buyer shall not resell or distribute the Product(s) to any third party unless such entity shall use the Products solely and exclusively for further manufacturing, other than the Products shall never be used with respect to the manufacture of biomaterials.
- d) If Buyer is an authorized Seller distributor or reseller of the Product(s), Buyer represents and warrants that it will not (i) resell the Product(s) to any party which engages in research concerning, or the production of, any military devices, armaments, or instruments of warfare of whatever type or form without having previously received Seller's written permission and without being in compliance with all applicable laws, including ITAR, or (ii) repackage the Product(s) from that provided by Seller or change or remove Seller labels without having previously received Seller's written permission.
- e) Freight charges incurred by Seller which are to be reimbursed by Buyer will not be adjusted for any allowances or payments Seller may receive from the carrier, including those for supply of equipment, or performance of services.
- f) Buyer shall reimburse Seller for all reasonable costs and expenses incurred by Seller in providing

any communication and emergency response system services in connection with Product sold hereunder, except to the extent that such services are required due to Seller's breach of this Agreement or Seller's negligence.

- g) Unless otherwise specifically provided, delivery of products shall be delivered Ex Works Aerovac's shipping point (Ex Works defined by Incoterms 2020). Title to and risk of loss and damage shall pass to Buyer upon transfer of the products by Aerovac to a carrier at the shipping point. Delivery, shipment and other performance dates are estimates only, and in no event shall Aerovac have any liability for loss of use or for any direct, consequential, or incidental damages resulting from any delay or failure in delivery, regardless of the reason(s) for such delay or failure.

4. Container Deposit. Aerovac may require a deposit for the return of all product containers, which remain Aerovac's property. This deposit must be paid in full. Aerovac will refund such deposit to Buyer provided: (i) product containers are returned to Aerovac's original point of shipment within sixty (60) days from date of invoice; (ii) Buyer has paid in full all freight charges for the return of product containers; and (iii) all returned product containers are the same as originally shipped and show no evidence of damage, abuse or use for purposes other than storing the original contents. Any demurrage or detention charges payable to any transportation carriers shall be payable by Buyer. Buyer will bear all risk of loss and damage for the product containers and any other equipment furnished by Aerovac. Aerovac may charge Buyer for the full replacement cost of the containers if the containers are not returned within such 60-day period. Aerovac may also charge Buyer for any replacement, cleaning, or repair due to damage, abuse or use of other purposes and may, among other remedies, deduct these costs from the deposit. Buyer shall place all product container numbers on bills of lading and shipping papers to permit Aerovac to facilitate identification and return of any deposit to Buyer.

5. Credit Terms. All terms are subject to Aerovac's credit approval process. If Aerovac does not require a cash payment in advance, payment is due thirty (30) days from the date of Seller's invoice, unless otherwise agreed to in writing with Aerovac. Any and all clerical or stenographic errors on the invoice are subject to correction by Aerovac at any time. Credit terms are subject to change at any time by Seller in its sole discretion. The representations, warranties and agreements of Buyer in any application for credit from Seller are hereby incorporated by reference. Seller reserves the right to suspend further deliveries upon failure of Buyer to make any payment when due pursuant to this or any other agreement with Seller. Additionally, if, in the judgment of Seller, Buyer's financial responsibility becomes impaired, however evidenced, Seller may, among other remedies, refuse to deliver prior to Seller's receipt of payment in full from Buyer, or receipt of a letter of credit or other form of credit support or security acceptable to Seller in its sole discretion. Any delinquent or overdue invoices shall be subject to a charge of 1.5% per month or the maximum rate allowed by law, whichever is less. You agree to pay Aerovac's reasonable costs of collection, including attorney's fees for delinquent accounts. Until full payment is made, Aerovac shall also have continuing purchase money security interests in all Products delivered to Buyer, as well as all proceeds, replacements, or substitutions of the Products. Upon default by the Buyer for any reason, Aerovac may, without notice to the Buyer, declare all liabilities and obligations immediately due and payable and shall have all rights and remedies of a secured party under the Uniform Commercial Code.

6. Quantity. Delivery by Aerovac of 10% more or less Products than the quantities specified on the invoice shall be deemed to be delivery of products ordered; provided that Buyer shall only be invoiced for the quantity actually received. The quantities and weights of products shown in the order confirmation or invoice shall govern all disputes between the parties, unless Buyer gives notice of shortage to the agent of delivering carrier and Aerovac within 2 business day after receipt of Products by Buyer. Products are not returnable without the consent of Aerovac, which may not be granted. A restocking charge may be assessed on returned Products.

7. Testing. Application of the Products manufactured hereunder may be subject to design, fabrication and testing standards relating to such products (including ASTM standards) and Buyer shall be fully responsible for all testing and verification of the Product's application using approved testing methods. Buyer is solely responsible for determining whether or not the Products is suitable and appropriate for Buyer's use and performance in a particular application.

8. Limitation of Liability; Indemnity - Buyer's exclusive remedy for any cause of action against Seller associated with this Agreement shall be limited to the recovery of a credit or, if requested by Buyer and agreeable to Seller in its discretion, the delivery of replacement Product, whether such cause of action is based on contract, warranty, negligence, strict liability, or otherwise, and such monetary damages shall not exceed the purchase price applicable hereunder to the Product(s) to which the cause of action relates. SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST GOODWILL, LOST TIME, LOST PROFITS, LOST SALES, INCREASED MANUFACTURING COST, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF BUYER'S CAUSE OF ACTION. YOU AGREE THAT AEROVAC IS NOT LIABLE FOR ANY DAMAGE CLAIMS CONNECTED WITH THE APPLICABILITY OR ACCURACY OF ANY ADVICE OR INFORMATION, WRITTEN OR ORAL, GIVEN BY AEROVAC, ITS AGENTS OR EMPLOYEES. Buyer shall defend, indemnify and hold harmless Seller, Seller's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use, possession or disposal of the Product(s) sold hereunder, except to the extent that any such claim or liability results from Seller's breach of its Product quality warranty hereunder.

9. Force Majeure; Allocation

- a) In the event that a party's performance of any of its obligations hereunder (except for the payment of money) shall be delayed or prevented because of reasons which are not within such party's control, including without limitation compliance, whether voluntary or obligatory, with any law, decree, request or order of any governmental agency or authority, riots, war, terrorism, acts of sabotage, public disturbances, fires, floods, hurricanes, tornadoes, acts of God, epidemic, pandemic, lack of access to roads, inability to obtain raw materials, fuel, or power (each a "Force Majeure Event"), then such party shall be excused from liability for failure to perform such obligations caused by any such Force Majeure Event.
- b) If for any reason shortages occur in Seller's supply of Product, Seller may allocate its available supply on such basis as is fair in Seller's reasonable judgment, without liability for any failure of performance which may result therefrom, taking into account factors Seller determines to be relevant, in its discretion, which may include the needs of regular customers not then under contract and the needs of Seller and its affiliates for further manufacture.
- c) For the avoidance of doubt, payment shall not be excused, delayed or prevented by a Force Majeure Event.
- d) In the event that the Force Majeure Event is reasonably expected to last more than 30 days, Seller shall have the ability to terminate any purchase orders with Buyer in effect

10. Governing Law. The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, but shall be exclusively governed by and construed in accordance with the laws of the State of Illinois without regard to that state's conflict of laws principles. Buyer agrees that jurisdiction and venue of any legal action relating to the transactions shall be in the State of Illinois.

11. Compliance with Laws. Buyer shall be responsible for complying with all federal, state and local laws applicable to the handling, transportation, storage, use, processing disposal, distribution, sale of Goods and to any of Buyer's products that contain or are made using the Products. Unless otherwise expressly agreed, Buyer shall be responsible for obtaining any licenses or authorizations from the Commerce Department's Bureau of Industry and Security (BIS), and the Treasury Department's Office of Foreign Assets Control (OFAC), which may be required prior to export of the Products from the United States, or re-export to a third country. Buyer agrees to comply with applicable U.S. export control laws and regulations, including the requirements of the Arms Export Control Act, 22 U.S.C. 2751- 2794; the International Traffic in Arms Regulations (ITAR), 22 C. F. R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration

Regulations, 15 C.F.R. 730-774. Buyer shall immediately notify Aerovac if Buyer is listed on the BIS Denied Parties List or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or foreign government entity or agency. Failure of the US government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the US government or any other government, shall not relieve Buyer of its obligations hereunder.

12. Warranties. The Seller represents and warrants that the Product(s) sold hereunder shall meet Seller's standard specifications for such Product(s) in effect at the time of manufacture for a period of 12 months after delivery to the common carrier, or, if applicable, the particular specifications expressly agreed to in writing under the terms of this Agreement. SELLER MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR COURSE OF DEALING OR CONDUCT, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER. Determination of the suitability of the Product(s) sold hereunder for the uses and applications contemplated by Buyer is the sole and exclusive responsibility of Buyer. BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING WITHOUT LIMITATION POLLUTION, ENVIRONMENTAL DAMAGE AND RESTORATION OR REMEDIATION LIABILITY, RESULTING FROM (I) THE USE OF SAID PRODUCT, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, AND/OR (II) THE STORAGE HANDLING AND DISPOSAL OF THE PRODUCT. All technical advice and recommendations of Seller rendered to Buyer, if any, are intended for use by persons having the appropriate education and skill, and Seller shall not be liable for any use or non-use of such advice and/or recommendations. Warranty claims must be made within one year of shipment. In the event of breach of this limited warranty, Seller will determine if a credit will be issued or replacement of the Products, as Buyer's sole recourse and remedy.

13. Termination. If Buyer is in default with respect to any terms or conditions of this Agreement, then, in addition to any other legal remedy available to Seller, Seller may, at its option, defer further shipments hereunder until such default be remedied (in which event Seller may elect to extend the term of this Agreement for a time equal to that for which shipments were so deferred), or, Seller may by written notice terminate the Agreement without prejudice to its rights. In addition to the foregoing, Seller may, at its option and by written notice, terminate the Agreement without prejudice to its rights if (a) Buyer becomes insolvent or bankrupt, (b) under any applicable law, rule, regulation or order, Buyer is or becomes a sanctioned person or entity or any country or place where Product(s) are delivered hereunder is or becomes a barred destination, (c) there is any change in ownership or control of Buyer, (d) any regulation, order or decree is imposed that regulates or impacts the prices that may be charged by Seller or (e) Seller reasonably believes that the Product sold to Buyer is being used in an unsafe manner. If any provision hereof violates any law, or rule, order or regulation issued thereunder, Seller shall have the right, upon notice to Buyer, to cancel such purchase order or to cancel this Agreement in its entirety, in each case effective upon issuance of written notice to Buyer.

14. Federal Contractor. The Equal Opportunity Clause required by Executive Order 11246, as amended (41-CFR 60-1.4), the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250, 4) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60- 741, 4) are part of this Agreement and binding upon Buyer unless exempted by rules, regulations or orders of the Secretary of Labor. Unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Furthermore, unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

15. Miscellaneous Terms - This Agreement contains the entire understanding between Buyer and Seller concerning the subject matter hereof, to the exclusion of any other agreement, understanding, representation or warranty. This Agreement may only be amended or modified by writing signed by both parties, and without limiting the foregoing, will not be changed amended or modified by Seller's acceptance of any purchase order issued by Buyer and containing inconsistent or supplemental terms or conditions, and all such terms set forth in

Buyer's purchase orders or similar documents are hereby rejected by Seller. This Agreement shall be binding, and shall inure solely to the benefit of the parties and their respective successors and permitted assigns. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition hereof. This Agreement may not be assigned, in whole or in part, by Buyer without the prior written consent of Seller. Seller may assign this Agreement without Buyer's consent to any affiliate of Seller or to a company or other entity acquiring all or substantially all of Seller's business to which this Agreement relates. The English version of this Agreement shall govern and control any translation of this Agreement into another language.

16. Limitations for Suits. Any action relating to these Terms and Conditions, or to the parties' business relationship must be brought within one (1) year after such cause of action has accrued, or it shall be time-barred, notwithstanding any statutory limitations period to the contrary, EXCEPT FOR AN ACTION BY AEROVAC FOR ANY PAYMENT OWING HEREUNDER. For any action for payment brought by Aerovac against Buyer, the 4-year limitations period shall apply, unless a longer limitations period then in force under the applicable statute shall apply.

17. Government Contracts. All other U.S. Government agency contract provisions are rejected. Acceptance of additional government contract provisions, including country of origin provisions, must be explicitly agreed upon in writing by Aerovac. Acceptance of an Order does not constitute acceptance by Aerovac of any other government contract provision listed on purchase order documents or customer terms and conditions. Aerovac rejects any customer provision pertaining to most favored customer pricing.

(Dated: June 2021)