

**1. GENERAL.** The following Terms and Conditions are applicable to any purchase order, purchase order confirmation, quotation, invoice, and/or other ordering document to which these Terms and Conditions are attached or which otherwise reference these Terms and Conditions (each, a "PO") between the applicable Soteria Flexibles Corp affiliate identified in the PO ("Supplier") and the customer identified in the PO ("Customer") for products of Supplier which are set forth in the PO ("Products"). Unless otherwise agreed to in a supply agreement between Supplier and Customer ("Supply Agreement"), these Terms and Conditions are the only terms and conditions, oral or written, applying to the sale of Products of Supplier except for additional terms consistent with these Terms and Conditions on prices, quantities, delivery schedules, and the description and specifications of the Products as set forth in the PO (collectively, the "Agreement"). Customer is hereby notified of Supplier's objection to any terms inconsistent herewith and to any additional terms proposed by Customer and such terms shall not become a part of this Agreement unless accepted in writing by Supplier. Neither Supplier's subsequent lack of objection to any such terms, nor the shipment of goods ordered hereby, shall constitute or be deemed an agreement by Supplier to any such terms. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions of a Supply Agreement, the terms and conditions of the Supply Agreement will control.

**2. PRICES; TAXES AND FEES:** All prices are in U.S. currency. Unless otherwise expressly provided by Supplier, prices do not include sales, excise, privilege, use, value-added or other similar taxes now in effect or hereafter levied, transportation charges (such as freight, insurance, shipping, storage, handling, demurrage or similar charges), special packaging, marketing or testing, and Customer shall pay all such charges, including applicable sales or other taxes levied with respect to the Products and the Agreement (unless exempt therefrom), as well as any government fees levied, upon receipt of the related invoice from Supplier and in accordance with the Agreement. Such charges or taxes imposed on Supplier or which Supplier has a duty to collect in connection with the sale or delivery of the Products in accordance with the Agreement shall be paid by Customer.

**3. FREIGHT PRICING:** Customer shall be responsible for all freight, shipment, and insurance charges (collectively, the "Freight Charges") associated with the shipment of Products to Customer, even if the shipment is rejected upon delivery. One of the two following pricing terms shall apply as indicated on the PO:

- Prepaid and Add:** Supplier shall prepay all Freight Charges and add such Freight Charges as a separate line item on the final invoice to Customer.
- Delivered Pricing:** Supplier shall arrange for shipment of the Products and the Freight Charges shall be included in the price of the Products. The prices of the Products specified in this Agreement shall reflect and include the regular Freight Charges used in the sale and shipment of similar products existing at the effective date of this Agreement. If such Freight Charges are increased, Supplier reserves the right to revise the price of Products to reflect such change in Freight Charges.

**4. TERMS OF PAYMENT:** Customer shall pay the invoiced amount in full within thirty (30) days from the date of such invoice. Subject to limitations imposed by applicable law, if payment is not received in full by the due date, a late charge will be added at the rate of 1.5% per month (prorated for any partial month) (or the maximum legal amount, if less) on the unpaid balance from the due date thereof. Said late charge shall be paid in addition to the contract price and shall continue to be paid until Supplier receives the full purchase price. Customer shall not, without Supplier's written agreement thereto, be entitled to deduct, counterclaim or set off against the price of any Products, or against any other amount owing under this Agreement, including under any invoice, any claim or alleged claim arising out of this Agreement or any other transaction with Supplier. If Customer's financial responsibility shall become unsatisfactory to Supplier at any time and for any reason, Supplier shall have the right, in addition to whatever other rights Supplier may have at law or equity, to require payment in advance or to obtain satisfactory security from Customer before making any further shipments. In case any payment is not made when due, Supplier shall have the right, in addition to its other remedies, to seek specific performance of the Agreement, suspend any further shipments, alter payment terms, or terminate the Agreement. Approval of credit for one or more shipments shall not be deemed a waiver of this provision. Customer expressly authorizes Supplier to charge any amounts owed under the Agreement, including without limitation, pursuant to Section 14, to Customer's bank account or credit card on file with Supplier.

**5. DELIVERY:** The delivery dates provided are estimates only and are subject to change or cancellations. The Products shall be delivered F.O.B. Origin (Supplier's shipping point), and title to each shipment of Products sold hereunder and the risk of loss thereon shall pass to Customer upon Supplier's delivery to the carrier. Supplier shall use its own discretion in choice of carrier and method of packing. Supplier shall not be liable for any delay in the shipment or delivery or inability to complete the performance of the contract where the delay or inability is directly or indirectly the result of any of the following causes: fire, flood, storm or any other act of God, accident, riot, acts of terrorism or war, governmental act, acquisition, or order, strikes or other labor disturbance, pandemic, epidemic, shortage in the supply of labor or materials, unavailability of transportation, inability to obtain fuel, material, equipment or parts, or any cause or causes beyond Supplier's reasonable control.

**6. ACCEPTANCE:** Customer shall accept any delivery of Products ordered by Customer that conform to the specifications in all material respects. Customer shall be deemed to have accepted delivered Products unless Customer gives Supplier written notice within ten (10) calendar days after receipt of the Product stating with specificity all nonconformities upon which Customer is basing its rejection. Failure to so act shall constitute an irrevocable acceptance by Customer of the Product. **ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SPECIFIED IN SUCH MANNER AND BY SUCH DATE ARE WAIVED.** No Products may be returned without Supplier's express written approval in advance of return. Notwithstanding anything to the contrary, when any Products shall have been altered from their original state, Customer shall be deemed to have accepted such Products. Customer's acceptance of Products delivered under the Agreement shall be final and irrevocable. No attempted revocation of acceptance shall be effective, and Customer shall be limited to the remedies specifically provided in Section 8 of the Agreement.

**7. QUANTITY:** Over-runs or under-runs per product ordered may vary +/- 10% of the volume order quantity as contained in the PO unless different variances are specified in the PO or mutually agreed in writing between Supplier and Customer. Shipped quantity within the agreed range shall be deemed to constitute fulfillment of the ordered amount.

**8. LIMITED WARRANTY:** Supplier warrants that the Products, at the time of shipment, will comply in all material respects to the applicable specifications provided by Supplier, or mutually agreed to in writing between the parties. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY SHALL BE FOR SUPPLIER TO, AT SUPPLIER'S ELECTION, PROVIDE TO CUSTOMER REPLACEMENT PRODUCT OR ISSUE CUSTOMER A CREDIT FOR THE PURCHASE PRICE PAID FOR THE PRODUCT. NO CLAIM FOR A BREACH OF WARRANTY MAY BE MADE MORE THAN SIX (6) MONTHS AFTER SHIPMENT OF THE PRODUCT TO CUSTOMER, AND NO CLAIM WILL BE VALID IF MADE AFTER THE PRODUCT HAS BEEN ALTERED OR USED.** Customer shall afford Supplier a prompt and reasonable opportunity to inspect any product for which a breach of warranty claim is made. No product shall be returned without Supplier's express consent and the issuance of a return authorization and return instructions per Supplier's customer return policy. **EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES AND SUPPLIER EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. LIMITATIONS ON REMEDIES AND SUPPLIER'S LIABILITY:** **SUPPLIER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ITS PRODUCTS SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS OR SUPPLIER'S REIMBURSEMENT OF THE PURCHASE PRICE OF SUCH NON-CONFORMING PRODUCTS. EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, WHETHER IMPLIED, EXPRESS, OR STATUTORY. SUPPLIER SHALL NOT HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES, PENALTIES, FEES, OR FOR COLLATERAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOSS OF BUSINESS, USE, INCOME, OR PROFITS. NOTWITHSTANDING ANYTHING IN THE AGREEMENT, THE AGGREGATE TOTAL LIABILITY OF SUPPLIER ARISING UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS ACTUALLY PAID TO SUPPLIER BY CUSTOMER UNDER THE PO GIVING RISE TO THE CLAIM (OR CLAIMS) OF LIABILITY.**

**10. INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Supplier and Supplier's subsidiaries, officers, directors, and managers from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys fees) arising out of or in connection with any third party allegation, action, proceeding or claim that arises out of: (i) any claim that the Products or specifications infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party; or (ii) Customer's or its employees', customers' or agents' use, storage, sale, processing or other disposition of the Products. The provisions of this section shall apply notwithstanding any negligence of Supplier, its affiliates, agents, employees, vendors, or contractors.

**11. PROPRIETARY RIGHTS; CONFIDENTIALITY:** All confidential and proprietary information of Supplier, including its trademarks, patents, and trade secrets, furnished to or acquired by Customer in connection with the Agreement or the Products, including but not limited to any formula, design, manufacturing methods or processes, pricing, customer lists, or treatment and composition of materials, shall be kept confidential by Customer, and not disclosed to third parties without Supplier's express written permission. Nothing in this Agreement shall be deemed to give Customer any rights whatsoever to any intellectual property owned by Supplier, whether existing now or at any time in the future. The parties expressly acknowledge and agree that Supplier shall exclusively own all patent rights, trade secret rights, copyrights and any other intellectual property rights and/or other rights in and to all generalized manufacturing processes, business methods and/or other processes or methods, machine, article of manufacture, composition of matter and/or other patentable invention, trade secret, and/or copyrightable work, conceived of, created and/or developed by Supplier (and/or any of its officers, employees, independent contractors and/or agents).

**12. SECURITY INTEREST:** To secure prompt payment of the purchase price for the Products, Customer hereby grants to Supplier a purchase money security interest in the Products purchased from Supplier and all proceeds thereof (the "Collateral"). Customer agrees to execute and deliver to Supplier UCC financing statements, together with any and all documents, and shall take such other action, as may be requested by Supplier to perfect Supplier's security interest in the Collateral.

**13. COSTS OF COLLECTION:** If, at any time, Supplier incurs legal expenses or other costs or expenses in connection with (i) any litigation, contest, suit, dispute, proceeding or action in any way relating to collection of the purchase price or the Collateral; (ii) any attempt by Supplier to enforce any rights of Supplier against Customer or any other person which may be obligated to Supplier hereunder; or (iii) any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate or dispose of the Collateral, then, in any such event, the expenses and costs (including attorneys fees) relating to any of the foregoing events or actions shall be payable by Customer upon demand by Supplier and shall be considered additional obligations hereunder secured by the Collateral.

**14. CHANGES, CANCELLATIONS, TERMINATION:** Customer may not change, cancel or postpone a scheduled shipment unless Customer submits a request in writing, and Supplier consents by issuing a new formal acknowledgment. Any request by Customer to change, cancel or reschedule a shipment is at Supplier's sole discretion, and may be subject to an order change fee of \$1,000. If Customer refuses to accept deliveries of the Products sold, or is otherwise in default under or repudiates all or any part of the Agreement, or advises Supplier that it will default in the performance of any of its obligations (including its payment obligations for the Products), or if any action is started by or against Customer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Customer, then, in addition to any and all remedies allowed by law, Supplier, without notice, may pursue any of the following remedies: (i) bill and declare immediately due and payable all delivered Products under the Agreement, (ii) cease performance of its obligations and defer shipment under the Agreement until such default, breach or repudiation is removed, (iii) cancel any undelivered portions of the Products, or (iv) recover Products in transit, retrieve delivered Products, or repossess Products stored by Supplier for Customer's account. The foregoing

remedies and all rights granted to Supplier in this Agreement and by law or equity are cumulative, provided Supplier shall be entitled to only a single full recovery.

15. **MISCELLANEOUS:** The Agreement does not constitute an agency relationship between the parties and neither party shall hold itself out to be the legal representative, agent, or employee of the other party for any purpose whatsoever. No change or modifications shall be allowed to the Agreement without the express written permission of Supplier. The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto, but it shall not be assigned in whole or part by either party without the written consent of the other; provided, however, that Supplier may assign the Agreement in connection with a merger, a sale of all or substantially all of its assets or a reorganization without the consent of Customer. Waiver by Supplier of any provision of the Agreement or of a breach by Customer of any provision of the Agreement shall not be deemed a waiver of future compliance with the Agreement and such provision, as well as all other provisions of this Agreement, shall remain in full force and effect. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted herefrom and replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement shall be governed by the laws of the State of Delaware. The exclusive jurisdiction for all disputes arising out of or relating to this Agreement shall be the state and federal courts located in the State of Delaware.