

Cleantag International LLC Terms and Conditions of Sale

These "Terms and Conditions of Sale" apply to an agreement executed by Customer and Cleantag International LLC, which incorporates these Terms and Conditions of Sale by reference (the "Contract") and to all other Customer's purchases of Products or Services made pursuant to a purchase order or on Cleantag International LLC's website or other Cleantag International LLC ordering platform.

1. DEFINITIONS.

(a) "Applicable Law" means all applicable domestic and international laws, regulations, government orders, court ruling, rules and industry standards.

(b) "Confidential Information" means any information that Cleantag International LLC or its Representatives discloses to Customer or its Representatives, whether furnished in writing, orally or by means of inspection. Confidential Information shall include, but shall not be limited to, manufacturing equipment, processes and procedures; facility, equipment, or service suppliers; facility layout, design, procurement, security, qualification and maintenance; procurement and supply chain information, including the identity of manufacturers, vendors, service suppliers and sources of supply and source information disclosed in response to survey requests; the identity of raw materials; findings from audits of Cleantag International LLC's suppliers; any and all information learned during a site visit and/or audit at any product manufacturing, storage or distribution facilities; Product or Services specifications, drawings, or prototypes; technical drawings and schematics; standard operating policies, procedures, and training; cost and pricing information; computer programs, computer network and software systems or other technology information; business, marketing, financial, customer, supplier and product development plans or strategies; forecasts, manufacturing capacities and product volumes; financial and market data; customer lists, contact information and other customer material or data; non-public intellectual property; algorithms, know-how, formulas, processes, ideas and inventions (whether patentable or not); chemical synthesis routes; samples, structure, chemical identity, properties and utilities of compositions; analytical or testing methods and procedures; container data; quality control procedures and standards; suggestions for improvements of the Customer's processes and/or compositions; findings and executive summaries from audits of a Customer's suppliers; and organization or personnel information. In the event that Cleantag International LLC furnishes samples or equipment to Customer, the items so received and any information learned therefrom shall be treated as Confidential Information under these Ts&Cs. Additionally, any information which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed, or provided under circumstances reasonably indicating it is confidential or proprietary, shall be considered to be Confidential Information regardless of whether Cleantag International LLC has marked the Confidential Information as such.

(c) "Customer" means any person or entity purchasing Products or Services from Cleantag International LLC, either directly or indirectly, including through electronic purchases or through its Representatives.

(d) "Including" means "including but not limited to."

(e) "Products" means the goods that Cleantag International LLC provides to Customer and is comprised of Manufactured Products and/or Sourced Products:

(i) "Manufactured Products" means:

(A) "Custom Products" means those products that are assembled (e.g., with respect to clinical laboratory or science education materials kits); manufactured by Cleantag International LLC to the written specifications (e.g., relating to the components, raw materials, stability, manufacture, testing, storage, handling, labeling, packaging, and/or shipping of the product) provided by Customer and agreed upon by Cleantag International LLC; and single use products;

(B) "Self-Manufactured Products" means those products manufactured by certain of Cleantag International LLC's subsidiaries and affiliated entities, excluding Custom Products; and

(C) "Medical Device Components" means those products that are used as components in finished medical devices, as defined in the U.S. Food, Drug & Cosmetic Act, 21 USC Chapter 9 (the "Act") or other Applicable Law.

(ii) "Sourced Products" means:

(A) "Core Products" means those products from third party suppliers with whom Cleantag International LLC has an established supply chain agreement generally covering delivery terms, warranty, pricing, and stocking. These products are generally available on Cleantag International LLC's websites or in Cleantag International LLC catalogs, and may include customer-specific products and spot-

buys from customers of Core Products within a given product line that are therefore subject to the established supply chain agreement with the supplier of Core Products as referenced above; and

(Bl "MarketSource Products" (also referred to as "Third Party Products") means those products from third party suppliers that are not Core Products or products not covered under the established supply chain agreements referenced in the definition of Core Products. MarketSource Products may be designated as MarketSource on Cleantag International LLC's website, viewable online only by a specific customer, or be in the form of a spot-buy or purchase through Cleantag International LLC's "Click to Source" or "Open Requisition" program.

(fl "Representatives" in relation to Cleantag International LLC shall mean the subsidiaries, parents, affiliates and divisions, and its or their respective successors, assigns, officers, directors, shareholders, representatives, contractors, agents, and employees. As used herein, "Representative" in relation to Customer shall mean the subsidiaries, parents, affiliates and divisions, and its or their respective officers, directors, shareholders, employees, and permitted successors, permitted assigns, permitted representatives, permitted contractors and permitted agents.

(g) "Services" means work performed by employees or contractors of Cleantag International LLC for Customer in accordance with a Scope of Work or similar order instrument that details the work and fees associated with a services engagement (each, an "SOW"), which may include: equipment, furniture and instrument services; scientific services; laboratory and production support; procurement, vendor managed inventory, kit assembly and ancillary supply site distribution services; and supply chain management.

(h) "Taxes" means any and all applicable taxes, duties, fees, levies, or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof, however designated or levied, on sales of Products or Services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any Customer payment made to Cleantag International LLC for Cleantag International LLC's provision of Products and/or Services to Customer under or pursuant to these Ts&Cs; exclusive, however, of any taxes imposed upon the net income or capital of Cleantag International LLC, any taxes in lieu of such net income taxes, and any other taxes that are to be borne by Cleantag International LLC under Applicable Law.

(i) "Ts&Cs" means these Terms and Conditions of Sale.

(j) "Cleantag International LLC" means Cleantag International LLC, Cleantag Innovations, and its subsidiaries, and Avantor Funding, Inc., and its subsidiaries utilizing these Ts&Cs on their websites, quotation forms, and/or invoices.

2. ACCEPTANCE. Cleantag International LLC RESERVES THE RIGHT TO ACCEPT, REJECT, CANCEL OR MODIFY ANY ORDER, TO TERMINATE THESE Ts&Cs, OR TO CHANGE THESE Ts&Cs, WITHOUT NOTICE TO CUSTOMER, IN ITS SOLE DISCRETION, AT ANYTIME FOR ANY REASON, AND RECEIPT BY CUSTOMER OF A Cleantag International LLC QUOTATION, PRICE LIST, OR CATALOG DOES NOT CONSTITUTE AN OFFER TO SELL. CHANGES ARE EFFECTIVE IMMEDIATELY UPON POSTING THE UPDATED Ts&Cs (OR UPON SUCH OTHER DATE SPECIFIED). CUSTOMER IS RESPONSIBLE FOR CHECKING THESE Ts&Cs PERIODICALLY FOR UPDATES. ALL SALES BY Cleantag International LLC ARE SUBJECT TO THESE Ts&Cs, AND EXPRESSLY CONDITIONED UPON CUSTOMER'S ASSENT THERETO. CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THESE Ts&Cs BY ISSUING A PURCHASE ORDER OR BY ANY OTHER STATEMENT (INCLUDING VIA E-MAIL), ACT, COURSE OF CONDUCT, DEALING, OR PERFORMANCE CONSTITUTING ACCEPTANCE UNDER APPLICABLE LAW, INCLUDING FAILURE TO OBJECT IN WRITING TO THESE Ts&Cs WITHIN A REASONABLE TIME OR BY ACCEPTANCE OF AND/OR PAYMENT FOR THE PRODUCTS OR SERVICES. ANY ADDITIONAL AND/OR INCONSISTENT TERMS AND CONDITIONS SET FORTH IN ANY ACKNOWLEDGMENT, PURCHASE ORDER, ACCEPTANCE DOCUMENTS, OR SIMILAR ORDER INSTRUMENTS PROVIDED BY CUSTOMER ARE EXPRESSLY REJECTED. NEITHER Cleantag International LLC'S DELIVERY OF THE PRODUCTS NOR PROVISION OF THE SERVICES NOR ANY OTHER ACTION, CONDUCT, OR PERFORMANCE SHALL CONSTITUTE ACCEPTANCE OF TERMS OR CONDITIONS DIFFERENT FROM THESE Ts&Cs.

3. DELIVERY AND SHIPPING. Delivery and shipping terms for each Product shall be those in effect at the time of shipment. Cleantag International LLC will not consolidate freight between plants. Where Customer is picking up Product from Cleantag International LLC's facilities, Cleantag International LLC reserves the right to inspect Customer's vehicles prior to entering for loading or unloading.

(a) Delivery Dates. Cleantag International LLC shall use commercially reasonable efforts to ship the Products in accordance with the shipping and/or delivery dates, and Customer will provide Cleantag International LLC with a minimum of forty-eight (48) hours' notice from the time an order is placed until the planned pick-up time. The foregoing will not constitute a guaranty of compliance with the quoted shipping and/or delivery dates, and Cleantag International LLC will not be liable for any direct or indirect costs or damages incurred by Customer or any third party, including incidental or consequential damages, resulting from late deliveries. Customer will have seven (7) days to pick up the order when Product becomes available for shipment or pick-up at Cleantag International LLC's

designated named place, after which Cleantag International LLC reserves the right to assess and bill Customer for storage fees, including demurrage, and/or arrange for shipment to Customer at Customer's expense, shipping and handling prepaid and added. Shipping and/or delivery dates set forth in a Cleantag International LLC quotation or order acknowledgement are based on estimates at the time of the quotation or order acknowledgement. All claims for damage will be the responsibility of Customer.

(b) Shipping Fees. To the extent permitted by Applicable Law, shipping and handling fees, demurrage, special packaging materials, carrier surcharges (including fuel surcharges), shipping pallets, environment-controlled shipping, and/or hazardous material fees imposed by government regulation or other fees will be added separately to the invoice. Cleantag International LLC may refer to shipping and other fees on Cleantag International LLC's invoices as "freight," "handling fees," "expense recovery," or similar terms. The shipping and other fees that Cleantag International LLC charges may not be limited to Cleantag International LLC's actual transportation costs and may include other shipping and handling costs.

(c) Domestic Shipping. Unless otherwise agreed to by Cleantag International LLC in writing, domestic delivery of all Products will be FCA Origin Dock (Incoterms 2020), and title and risk of loss in all Products will transfer to Customer upon Cleantag International LLC's delivery of such Products to the carrier or agent at Cleantag International LLC's or Cleantag International LLC's supplier's facility, as applicable, regardless of the freight term specified for transportation purposes.

(d) Export Shipping. Unless otherwise agreed to by Cleantag International LLC in writing, delivery of orders by Cleantag International LLC exports will be EXW Origin Dock (Incoterms 2020), and title and risk of loss in all Products will transfer to Customer when Cleantag International LLC makes the Products available to Customer. Customer shall not use Cleantag International LLC's Employer Identification Number ("EIN") as the importer of record without Cleantag International LLC's prior written authorization.

4. INSPECTION; DAMAGED SHIPMENTS; DEFECTS OR SHORTAGES.

(a) Shipping Damage. Customer shall immediately inspect all deliveries for shipping damage upon receipt. If any external damage is noticed, Customer shall accept the shipment only after the driver has noted the damage on both carrier's and Customer's copies of the delivery receipt and Customer has requested an inspection by the carrier. Customer shall keep all containers and packing material for inspection. Further, Customer shall promptly inspect all shipments for concealed shipping damage. With respect to shipping damage, Customer must contact Cleantag International LLC to request inspection within forty-eight (48) hours of delivery or unconditionally waive any right to make any claim relating to the damaged Products, including under the warranty set forth herein. On all sales where Cleantag International LLC arranges transportation, Customer shall cooperate with Cleantag International LLC in arranging an inspection by the carrier and the filing of a freight claim as applicable; provided that on all sales where Customer arranges transportation, in the event of loss or damage in transit, shall have no claim against Cleantag International LLC and Customer's remedy is limited to filing its own claim with the carrier.

(b) Defects or Shortages. Customer shall promptly inspect all shipments for defects and/or shortages not addressed in Section 4(a) above. Customer's failure to notify Cleantag International LLC within thirty (30) days of delivery (or Customer's non-receipt of the Products in the case of non-delivery) of defects or shortages reasonably discoverable upon proper inspection will be deemed an unconditional waiver of any right to make any claim relating to the defective or missing Products, including under the warranty set forth herein.

5. PRICES.

(a) Products. All prices and Product specifications are subject to change without prior notice to Customer, including changing its price to Customer to the current Product price as of the date of shipment.

(b) Fixed-Price Services. The price to Customer for fixed-price Services will be as set forth in the respective SOW. Unless otherwise expressly stated in each applicable SOW: (i) all Service fees are quoted on a monthly basis, and Customer shall pay such Service fees regardless of temporary planned or unplanned Customer site closures; (ii) all prices stated in the SOW will be subject to an annual review and increase, effective January 1 of each calendar year for the duration of the Services engagement; and (iii) overtime that is approved by Customer will be billed to Customer at the hourly overtime rate set forth in the applicable SOW. All monthly Services fees are due in full regardless of whether Cleantag International LLC on-site employees or contractors were present at Customer's site(s) each day (or each hour of each day) for the applicable month that is being invoiced, provided that the Services in any applicable SOW have otherwise been materially performed. Additional Services or change in scope in any applicable SOW(s) may require additional resources to meet the appropriate service level. In the event that additional resources are needed, the parties will review the applicable SOW and negotiate the scope of the Services performed and/or any Services cost increase. The fees and charges for any follow-on or additional work not described in the applicable SOW will be performed at Cleantag International LLC's then-current rates for such work.

(c) Other Services. Prices for Services not covered under a fixed-price SOW will be those prices in effect at the time the Services are provided or quoted, and may be adjusted to include any necessary surcharge(s). Unless otherwise agreed by Cleantag International LLC in writing, Cleantag International LLC prices do not include the cost of any related inspections, inspection fees, or permits. Prices for billable parts will be Cleantag International LLC's standard rates in effect at the time of installation. Subject to the limited warranties specified herein, the sale of billable parts will be considered final. If equipment requires major repair outside the scope of any contract with Customer, then Cleantag International LLC will provide Customer with an itemized estimate of the cost to perform said repair. Installation terms for purchase orders for the installation of scientific laboratory equipment or furniture will be as set forth on Cleantag International LLC's quotation form.

(d) Sales Tax. Taxes, where applicable, will be added as a separate line item to the invoice price. Customer shall pay to Cleantag International LLC the amount of any Taxes. If any claim is made against Cleantag International LLC for any such Taxes, then Cleantag International LLC shall promptly notify Customer of the amount of such Taxes and Customer shall promptly pay such amount to Cleantag International LLC or its designated payee. If Customer possesses or otherwise enjoys tax-exempt status, then Customer shall provide a duly authorized certificate of tax exemption to Cleantag International LLC prior to or at the time of order placement or as otherwise requested by Cleantag International LLC from time to time, and shall notify Cleantag International LLC upon change in Customer's tax-exempt status. Customer will be responsible for any Medical Device Excise Tax for IRS purposes for any Products that are medical devices purchased by Customer hereunder.

6. PAYMENT TERMS. Customer shall pay individual invoices net thirty (30) days from date of invoice, unless other credit terms are agreed to in writing by Cleantag International LLC. Payments are to be made in the currency invoiced by Cleantag International LLC. Customer shall provide Cleantag International LLC, concurrent with each payment, with remittance information in sufficient detail to the invoice level or line level, as applicable, (including account number, invoice number, amount paid, and, if applicable, the reason for any remittance amount if less than the full amount) to allow Cleantag International LLC to properly apply payments or credit memos to outstanding receivable(s) on Cleantag International LLC's accounts receivable sub-ledger for Customer. Failure to supply Cleantag International LLC with such remittance detail may result in additional processing delays and may affect the credit status of pending or future Customer purchase orders. Payment is considered late when it is received by Cleantag International LLC after the due date. Payment in the form of a check will be credited once the deposit appears in Cleantag International LLC's bank account; no post-dated checks will be accepted. When Customer wishes to apply one or more credit memos towards a payment amount owed Cleantag International LLC, Customer agrees to provide Cleantag International LLC, on a timely basis, the specific credit memo number(s) and amount(s) to be applied, in addition to the remittance information requirements above. If Customer does not provide such information on a timely basis, Cleantag International LLC shall apply any such credit memos to outstanding invoices, beginning with the most-aged invoice. Unauthorized payment deductions are not allowed for any reason and may interrupt goods delivery. If (a) Customer does not pay on time; (b) Cleantag International LLC, in its sole discretion, has commercially reasonable grounds to doubt Customer's financial responsibility; or (c) Customer is otherwise in breach of this Agreement, then Cleantag International LLC may: (i) modify the payment terms (including payment in advance) specified above for outstanding and future purchases; (ii) defer shipments, in whole or in part; (iii) cancel any previously accepted purchase orders; (iv) require cash payments (subject to a handling fee) or other security for payment prior to delivery until such time as all overdue amounts are paid or the requested security is provided by Customer; (v) stop delivery of Products in transit in the possession of a common carrier or bailee and cause Products in transit to be returned to Cleantag International LLC; (vi) declare immediately due and payable all amounts owing by Customer to Cleantag International LLC; (vii) impose a service charge on past due amounts between one and one-half percent (1.5%) and three percent (3%) per month, not to exceed the maximum amount permitted by law; (viii) if Customer does not pay all overdue amounts to Cleantag International LLC within thirty (30) business days of receipt of Cleantag International LLC's written request therefor, then Cleantag International LLC may reject any request for indemnification and/or terminate the applicable Contract or purchase governed by these Ts&Cs without liability and without waiving any other remedies Cleantag International LLC may have against Customer; (ix) impose more stringent payment requirements (including payment in advance) on Customer if Customer's account is overdue or if Customer has an unsatisfactory credit or payment record, as determined by Cleantag International LLC in its sole discretion, and refuse to sell to Customer or otherwise perform hereunder until all overdue amounts are paid in full;

(x) charge a convenience fee on any post-sale credit card payments by Customer; (iii) charge a fee for any checks rejected due to insufficient funds; (xi) charge a service fee for any re-invoicing requested by Customer; and/or (xii) furnish payment history data and related information to third party companies for fraud protection and credit risk reduction. Customer agrees to pay all Taxes, reasonable legal fees, and other collections costs, if any, incurred by Cleantag International LLC. Cleantag International LLC recommends payments be made by wire transfer or ACH method to ensure timely receipt by Cleantag International LLC.

7. SECURITY INTEREST. If Customer fails to pay the total sum due hereunder within sixty (60) days of shipment, then, in addition to the remedies afford to Cleantag International LLC in Section 6 above, Cleantag International LLC hereby reserves and Customer hereby grants a purchase money security interest or other applicable security interest in the Products sold hereunder and the proceeds thereof. In the event of default by Customer of any of its obligations to Cleantag International LLC, Cleantag International LLC shall have the right to repossess the

Products sold hereunder without liability to Customer. Customer hereby authorizes Cleantag International LLC to file one or more financing statements signed only by Cleantag International LLC without Customer's signature and to use a copy of these Ts&Cs as an exhibit to any financing statement. Customer also authorizes Cleantag International LLC to execute, on Customer's behalf, financing statements and such other instruments necessary to perfect or maintain Cleantag International LLC's security interest in such Products. Cleantag International LLC is entitled to all applicable rights and remedies of a security party under Applicable Law.

8. CANCELLATION AND PRODUCT RETURN POLICY. Except for Products that do not meet the limited Product warranty set forth herein, Customer may only cancel or return Products in accordance with the following:

(a) Cancellation. Customer may not cancel or modify an order without the prior written consent of Cleantag International LLC, which may be withheld for any reason or no reason at all, and any changes may be subject to price adjustment and/or cancellation fees. Custom Products are not cancellable. In the event Cleantag International LLC consents to the cancellation of Custom Products, Customer shall reimburse Cleantag International LLC for any and all goods or services that were procured or committed by Cleantag International LLC for the Custom Products, any works-in-progress for Custom Products, and any charges incurred by Cleantag International LLC for the receipt or return of goods used to build Custom Product(s). If any Services hereunder are canceled or terminated, Customer will pay to Cleantag International LLC the reasonable costs and expenses incurred by Cleantag International LLC prior to receipt of notice of such cancellation, plus Cleantag International LLC's usual rate of profit for similar work. The minimum cancellation charge for Services is fifteen percent (15%) of the total Services price.

(b) Product Return Policy. All Product return request must be made within thirty (30) days after the delivery date. All returns must be authorized by Cleantag International LLC, and Cleantag International LLC reserves the right to reject any return requests. Cleantag International LLC must receive all authorized returns within thirty (30) days of the return authorization. Custom Products are not returnable. Cleantag International LLC reserves the right to reject any return shipment of Product that has not been authorized by Cleantag International LLC or to return such shipment to Customer at Customer's expense. If any Product is erroneously shipped to or returned to a Cleantag International LLC facility, Customer will be responsible for removing the Product from Cleantag International LLC's facility immediately in accordance with Applicable Law. All returns are subject to a minimum fifteen percent (15%) restocking charge for Sourced Products and a minimum twenty-five percent (25%) restocking charge for Manufactured Products. In the event Cleantag International LLC authorizes a return of Manufactured Products, Customer will be responsible for all disposal fees in addition to any logistics costs. Customer is responsible for all shipping and/or transportation fees related to returned Product unless otherwise authorized in advance by Cleantag International LLC. A return authorization will be void if Product is not received by Cleantag International LLC within forty-five (45) days of the issuance of the return authorization. Upon receipt of an authorized return that meets these conditions, Cleantag International LLC will provide a credit memo as the sole form of reimbursement. The credit value will be calculated at the original invoice price less any applicable restocking and/or other applicable charges.

To ensure proper credit, each Product return must include the following information:

- (i) Customer name and address;
- (ii) purchase order number;
- (iii) Cleantag International LLC shipping order number;
- (iv) date of invoice and invoice number;
- (v) item number and quantity of returned Product(s);
- (vi) Cleantag International LLC return authorization number;
- (vii) documented chain of custody, if applicable; and
- (viii) reason for return.

(c) **Product Not Authorized for Return.** Products not authorized for return include:

- (i) Products that have been provided under terms indicating that they are non-returnable;
- (ii) Products not in completely resalable condition (including open Products, sampled Products, or

Products with damaged, missing, or defaced labeling or packaging);

- (iii) Products in less than full-case quantities that were sold in full-case quantities;
- (iv) chemicals, reagents, diagnostics, cultivation media, flammable material, sterile Products,

or controlled Products;

- (v) laboratory apparatus or instruments that have been used or are without the original

packaging, labeling, and manuals;

- (vi) refrigerated Products, temperature-controlled Products, live specimens, or other perishables;
- (vii) Products which are not inventoried by Cleantag International LLC ("non-stocked Products") and are

not able to be returned to the manufacturer;

- (viii) Products purchased on a special-order basis (including non-standard furniture Products);
- (ix) Products not purchased by Customer from Cleantag International LLC;
- (x) Products with an expired shelf life or an expiration date too short for resale;
- (xi) discontinued Products; and
- (xii) Custom Products.

Unauthorized returns and returned Products that are not in conformance with this Section and/or Cleantag International LLC's quality standards will be disposed at Customer's expense. Customer will be invoiced for the cost for such disposal and Customer shall remain responsible for payment for the invoiced amount of the unauthorized returned Products.

(d) Return of Hazardous Material. Where the return of hazardous material is authorized by Cleantag International LLC, Customer shall pack and label each return shipment of hazardous materials in accordance with Applicable Law applying to transportation of hazardous materials and provide shipping documents that comply with Applicable law. When necessary, Customer shall include with each return shipment of equipment a certification from an authorized Representative of Customer that the equipment was properly decontaminated in accordance with Applicable Law and recommended guidelines. Customer shall ship the Product to the service center indicated by Cleantag International LLC with the transportation charges prepaid. To ensure prompt handling, Customer shall place the return authorization number on the outside of the package and utilize any return authorization provided by Cleantag International LLC as a packing slip with the returned Products. All returned Products are subject to Cleantag International LLC's inspection and acceptance. Title and risk of loss in the returned Products will transfer to Cleantag International LLC only upon Cleantag International LLC's acceptance of the Products.

(e) Updates to Product Return Policy. In the event a Cleantag International LLC entity establishes a returns and/or cancellation policy that differs from the terms set forth in this Section, the stricter Cleantag International LLC requirement shall prevail in the event of a conflict.

9. WEIGHTS AND CONTAINERS.

(a) Cleantag International LLC's weights and counts shall govern unless proved to be in manifest error.

(b) Unless covered by separate agreement, returnable containers (each, a "Container") are the property of Cleantag International LLC and are leased to Customer. Payment of a deposit or rental fee, when required by Cleantag International LLC, does not convey title to such Containers. Customer shall return each Container empty, as defined pursuant to U.S. Environmental Protection Agency regulation 40 CFR 261.7, within sixty (60) days from date of shipment, freight charges collect and in compliance with Applicable Law, including those of the U.S. Department of Transportation. Upon receipt of the Container within sixty

(60) days, in good condition, any deposit will be returned or credited to Customer. Cost of Containers not returned to Cleantag International LLC within the time specified shall be charged to Customer's account.

(c) Customer is responsible for any damage, destruction, or misuse of the Containers caused by Customer, normal wear and tear excepted. Customer shall not use or permit the use of the Containers in a manner that will permit the introduction of any contamination or of any liquid, solid, or gas, except inert gas for propellant purposes (not including oxygen or compressed air), into the Containers. Cleantag International LLC reserves the right to charge for loss of use of a Container as a result of Customer loss, damage, contamination, improper handling, or other action that prevents Cleantag International LLC from using the Container in the normal course of business, including, without limitation, any Container repair and/or Container cleaning fees for any Containers that are damaged or contaminated but serviceable or that have opened tamper-evident seals, if applicable. Customer also agrees to pay to replace any Container which is lost or damaged beyond repair by Customer. Additional terms and conditions or policies, as posted on Cleantag International LLC's website or otherwise communicated to Customer from time-to-time, may apply to Cleantag International LLC's provision of Containers.

10. TERMINATION OF SERVICES. Cleantag International LLC may terminate a Contract for Services in the event that Customer has materially breached such Contract and not remedied such breach within thirty (30) days after receipt of written notice thereof; provided, however, that Cleantag International LLC reserves the right to terminate a Contract immediately upon written notice, without any opportunity of Customer to cure, in the event (a) of Customer's repeated non-performance or breach of such Contract, whether or not material; or (b) applicable law so requires.

11. PRODUCT AND SERVICES WARRANTIES; LIMITATION OF LIABILITY.

(a) Limited Product Warranty for Sourced Products. Cleantag International LLC warrants to the original Customer only that all Core Products sold hereunder will conform to the manufacturer's specifications and release tolerances for a term equal to the warranty period stated in the Product manufacturer's literature. Notwithstanding the foregoing, any Core Products that are software and any software incorporated in or necessary to use the Core Products ("Software Products") are warranted

solely by the applicable manufacturer or licensor, and Cleantag International LLC shall pass through, to the extent permitted, the manufacturer's and/or licensor's warranties. Customer's use of any Software Product is subject to the terms and conditions of the manufacturer's and/or licensor's license terms, including any end user license agreement, in whatever form (e.g., terms packaged with the Software Products or "click-through" terms), in addition to these Ts&Cs. For all MarketSource Products, Cleantag International LLC shall use reasonable efforts to assist Customer in obtaining sellers' and manufacturers' warranties applicable to the Products sold to Customer hereunder, consistent with the warranties obtained from such sellers and manufacturers by Cleantag International LLC.

(b) **Limited Product Warranty for Manufactured Products.** Cleantag International LLC warrants to the original Customer only that Self-Manufactured Products will materially conform to Cleantag International LLC's standard specifications in effect on the date of shipment for the shorter of ninety (90) days from the date of delivery or the shelf-life of the Self-Manufactured Product. For a period of ninety (90) days from the date of delivery, Cleantag International LLC warrants to the original Customer only that Custom Products will be assembled or manufactured, as applicable, to the specifications provided by Customer and agreed upon by Cleantag International LLC. The foregoing warranties are limited to Manufactured Products, as applicable, bearing Cleantag International LLC's label in Cleantag International LLC's original packaging. Cleantag International LLC does not warrant as to the safety, efficacy, or performance of any such Custom Products or as to the quality of such Custom Products to the extent attributable to the specifications. With respect to Custom Products that are kits, the limited warranty for component Products is as set forth in Section 11(a). Custom Products are subject to a plus or minus(+/-) ten percent (10%) yield policy with regard to volume produced.

(c) **No Warranty for Clearance Products.** Notwithstanding anything to the contrary herein, the following terms and conditions apply to all clearance Products: (i) Products are available in limited quantities on a first come, first serve basis, and pricing is not applicable to substituted items; (ii) additional discounts cannot be combined with clearance sale pricing; (iii) all sales are final, and Cleantag International LLC will not accept returns for any reason; (iv) sales are limited to the United States; and (v) Cleantag International LLC reserves the right to modify or terminate the promotion at any time. ALL PRODUCTS ARE PROVIDED "AS IS, WHERE IS" AND WITH ALL FAULTS, AND Cleantag International LLC MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS, WHETHER ARISING BY LAW, CUSTOM, STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING THE WARRANTIES PROVIDED IN THE DISCLAIMER SECTION BELOW.

(d) **Services Warranty.** Cleantag International LLC warrants that Services provided hereunder will be performed in a workmanlike and professional manner by qualified associates or contractors of Cleantag International LLC. The following warranty periods will apply to the Services: (i) thirty (30) days after the work is completed for Services performed under an existing Services engagement; (ii) forty-eight (48) hours for any Services not performed under an existing Services engagement (a "call service"); or (iii) one (1) year from the installation date on installation Services for laboratory casework. All parts provided by Cleantag International LLC in performing the Services will meet the manufacturer's specifications for a term equal to the warranty period stated in the part manufacturer's literature.

(e) **Exclusions.** The liability of Cleantag International LLC under the limited Product warranty set forth herein will not extend to any Products that are abused, altered, improperly stored, or misused by Customer or any other persons or entities or that become defective or non-conforming through the actions or inaction of Customer or any other persons or entities, including through the combination with other chemicals or products. Cleantag International LLC is not responsible for the impact of factors including machine cycles, sanitation, humidity, and operator practices (including misuse, abuse, and/or negligent operation, or unauthorized modifications, adjustments, and/or repairs) on serviced equipment and will not be required to perform Services or provide the warranty set forth herein on equipment subjected to such factors. Any Services performed by Cleantag International LLC on equipment subjected to such factors will be on a time and materials basis only. Cleantag International LLC will accept no responsibility if any part has been improperly operated or maintained, or if Customer has permitted any unauthorized or third party modifications, adjustments, and/or repairs to the part. All formulae, drawings, illustrations, descriptive matter, and particulars contained in Cleantag International LLC's catalogs, website, and marketing materials, and any technical advice or other statements given by Cleantag International LLC or its Representatives with respect to the use of the Products or any results that may be obtained therefrom, are indicative only and do not form a part of these Ts&Cs and are not representations and warranties of any kind.

(f) **Disclaimer.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, Cleantag International LLC HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THESE Ts&Cs, WHETHER ARISING BY LAW, CUSTOM, STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, SUSTAINABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (ii) WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WARRANTY WITH RESPECT TO THE RESULTS OBTAINED OR OBTAINABLE FROM THE USE OF ANY GOODS SUPPLIED OR SERVICES PERFORMED BY Cleantag International LLC HEREUNDER.

(g) Product Remedy. Customer must notify Cleantag International LLC of defective or non-conforming Products within the warranty periods specified in the limited Product warranty set forth herein or within thirty (30) days after delivery, and Customer's failure to give notice of any claim within the applicable time period shall be deemed an absolute and unconditional waiver of such claim. Customer will have the obligation of substantiating the chain of custody of the Products following delivery of the Products to Customer. At Cleantag International LLC's request, Customer shall promptly forward to Cleantag International LLC any allegedly defective or non-conforming Product or a representative sample thereof, as specified by Cleantag International LLC. If any Product warranted hereunder proves defective or non-conforming, as determined by Cleantag International LLC in its sole reasonable discretion, Cleantag International LLC's sole and exclusive obligation and Customer's sole and exclusive remedy hereunder will be for Cleantag International LLC, at Cleantag International LLC's option, to: (i) replace at no cost to Customer, any such defective or non-conforming Product with a non-defective or conforming Product; (ii) in the event a return is authorized, credit Customer's account for all amounts paid with respect to the defective or non-conforming Product upon Cleantag International LLC's receipt of, and opportunity to evaluate, the defective or non-conforming Product; or (iii) repair or have repaired (including, through re-working or re-processing, as applicable) a defective or non-conforming Product. In the event of replacement, the replacement Product will be warranted for the remainder of the original warranty period. For purposes of these Ts&Cs, a defective or non-conforming Product is defined only as a Product that does not meet the limited product warranty set forth herein, and excludes Products that fail to meet any fitness of use by Customer or any unique Customer operating conditions or applications.

(h) Services Remedy. With respect to the labor, if any Services warranted hereunder prove defective or non-conforming, Cleantag International LLC's sole liability and Customer's sole remedy hereunder will be for Cleantag International LLC, at Cleantag International LLC's option to: (i) re-perform the Services, at no cost to Customer; or (ii) credit Customer's account for all amounts paid with respect to the defective or non-conforming Services. With respect to any parts provided by Cleantag International LLC in performing the Services, if any such parts prove defective or non-conforming during the first thirty (30) days after installation, Cleantag International LLC's sole liability and Customer's sole remedy hereunder will be for Cleantag International LLC, at Cleantag International LLC's option, to: (i) refund the purchase price; or (ii) modify, repair, or supply a replacement part, including labor and travel, free of charge to Customer. For the remainder of the warranty period, Cleantag International LLC's sole liability and Customer's sole remedy hereunder will be for Cleantag International LLC, at Cleantag International LLC's option, to: (i) refund the purchase price; or (ii) modify, repair, or supply a replacement part, provided Customer agrees to pay reasonable labor, travel time, and expenses to and from a service location authorized by Cleantag International LLC. Cleantag International LLC, at its option, may require Customer to return the part to Cleantag International LLC, F.O.B. origin, or may modify, repair, or supply a replacement part at the point of installation.

(i) Waiver. Customer acknowledges that Cleantag International LLC is not the manufacturer of any of the Sourced Products sold hereunder. Customer hereby waives any and all actions, claims, suits, and demands of any type whatsoever (including claims based on strict liability, products liability, tort, or contract) against Cleantag International LLC, its contractors, or its agents, or any of its or their respective employees, for personal injury, wrongful death, or property damage arising out of or in any way connected with the Services or Customer's receipt, handling, storage, possession, transportation, disposal, purchase, resale, or use of the Products (whether used singly or in combination with other products), except to the extent caused by the gross negligence of Cleantag International LLC, its contractors, or its agents, or any of its or their respective employees. Notwithstanding any other provision of these Ts&Cs, Cleantag International LLC disclaims, and Customer releases Cleantag International LLC from, any and all liability for claims based upon the death or bodily injury to any person or for the loss of, damage to, or destruction of any property so long as Cleantag International LLC, its contractors, or its agents were acting in compliance with Customer policies, procedures, and specifications of which Cleantag International LLC had been given notice.

(j) Limitation of Liability. IN NO EVENT WILL Cleantag International LLC HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, OPPORTUNITIES, REVENUE, BUSINESS, USE, DATA, PRODUCTIVITY, BUSINESS INTERRUPTION, PLANT SHUT DOWN OR GOODWILL; COST OF CAPITAL, RECALL, COVER, ADVERTISING, PROMOTION, SALES, WAREHOUSING, TRANSPORTATION OR ADMINISTRATION; OR LIABILITIES RELATING TO THE TERMINATION OF EMPLOYEES OR AGENTS), WHETHER BASED ON CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER THEORY OR FORM OF ACTION, AND REGARDLESS OF WHETHER Cleantag International LLC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND WHETHER OR NOT SUCH DAMAGES ARE REASONABLY FORESEEABLE. THE TOTAL LIABILITY OF Cleantag International LLC (INCLUDING ITS CONTRACTORS AND AGENTS), IF ANY, FOR ANY DAMAGES RELATING TO THESE Ts&Cs, ANY CANCELLATION, MODIFICATION OR REJECTION OF ANY ORDER, OR ANY PRODUCT OR SERVICE WILL BE AN AMOUNT EQUAL TO NO MORE THAN THE

PRICE OR FEES PAID FOR THE PARTICULAR PRODUCT(\$) DELIVERED OR SERVICES PROVIDED (IF ANY) IN RESPECT TO WHICH SUCH DAMAGES ARISE, IN NO EVENT TO EXCEED \$1,000,000 U.S. PER CUSTOMER PER CALENDAR YEAR. HOWEVER, THESE PROVISIONS DO NOT LIMIT Cleantag International LLC'S LIABILITY THAT CANNOT BE LIMITED BY LAW.

12. INDEMNITY. Customer shall indemnify, defend, and hold harmless each of Cleantag International LLC and its Representatives (each, a "Customer-Indemnified Party") from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, settlement payments, fines, penalties, costs, and expenses (including legal fees) of every kind whatsoever (collectively, "Damages") arising out of, from, or in connection with any: (a) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of any Product or any specifications, data or content furnished by Customer; (b) breach by Customer of any provision of these Ts&Cs; (c) personal injury, wrongful death, or property damage arising out of or relating to (i) Cleantag International LLC and its Representatives, or (ii) Customer's receipt, handling, storage, possession, transportation, disposal, purchase, resale, incorporation into another product or any use of any Product (whether used singly or in combination with other products); (d) act or omission, negligence, recklessness or willful misconduct by Customer or any of its Representatives; and (e) failure by Customer or its Representatives to comply with Applicable Law; provided, that this Section will not obligate Customer to indemnify any Customer-Indemnified Party to the extent such Damages are directly attributable to, and directly caused by, the negligence of a Customer-Indemnified Party. Customer may not settle any such claim against a Customer-Indemnified Party without the prior written consent of such Customer-Indemnified Party. If Customer elects not to assume such defense, the Customer-Indemnified Party may elect to do so and Customer shall pay all costs and expenses of counsel selected by such Customer-Indemnified Party in connection with such defense. Any legal counsel appointed by Customer to defend such a claim must be experienced in the type of litigation involved and must be reasonably satisfactory to the Customer-Indemnified Party. Customer and each Customer-Indemnified Party shall cooperate fully in connection with all matters related to the defense of any such claim.

13. CUSTOMER'S OBLIGATIONS - PRODUCTS. Customer represents and warrants that it is familiar with the characteristics, qualities and uses of the Products that it is purchasing from Cleantag International LLC and acknowledges that there may be hazards associated with the possession and use of the Products. Customer is responsible for instructing and warning its employees and all other persons who may come into contact with the Products regarding such hazards. Unless otherwise expressly stated on the Products or in the documentation accompanying the Products, the Products are intended for research only and are not to be used for any other purpose, including unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals, and Cleantag International LLC does not assume any warranty or liability for such uses unless stated on the Product or in the Product documentation. Medical Device Components purchased from Cleantag International LLC are components and are not intended to be used as finished products, including medical devices, as defined in the Act or other Applicable Law. Unless provided otherwise in an executed agreement between the parties, (a) Customer may not use a Product in a Class 3 medical device and (b) the Products are not intended, designed, manufactured, packaged or labeled for use as components in Customer products having intravenous, enteral feeding, implant or life support applications or other applications where the Customer's product, if it malfunctions, could compromise or endanger the health, safety or life of a patient and Customer agrees not to use Cleantag International LLC Products for such applications. Customer is solely responsible for conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of Product(s) purchased from Cleantag International LLC.

14. CUSTOMER'S OBLIGATIONS - SERVICES. With respect to the Services, Customer shall at its expense: (i) make available to Cleantag International LLC space and facilities, including functional telephone and internet connectivity, reasonably satisfactory to Cleantag International LLC and appropriate for the safe and efficient performance of the Services; (ii) for ongoing Services engagements, give Cleantag International LLC sixty (60) days' notice prior to any production down time that will last longer than seven (7) days; (iii) provide adequate access to all necessary customer systems, facilities, and facility-related training for Cleantag International LLC on-site employees and contractors identified as providers of the Services; and (iv) ensure proper and adequate back-up and storage procedures for Customer's data and records.

15. COMPLIANCE.

(a) **Export Controls.** Cleantag International LLC and Customer shall comply with all applicable export control laws and regulations, and with all other laws applicable to the sale and purchase and use, as appropriate, of the Products. Each Party shall indemnify, defend and hold the other Party harmless with respect to non-compliance with such laws and regulations.

(b) Anti-corruption. Customer represents and warrants that: (i) it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977 ("U.S. FCPA"), and that it shall comply with the U.S. FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction that are applicable to the parties' business activities hereunder; (ii) no principal, partner, officer, director, or employee of Customer is or will become an official of any governmental body of any country or jurisdiction (other than the U.S.) that is applicable to the parties' business activities hereunder; and (iii) it has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a "Government Official") to influence any acts or decisions of such Government Official or to induce such official to use his or her influence with the local government to effect or influence the decision of such government in order to assist either Cleantag International LLC or Customer in its performance of their obligations under these Ts&Cs or to benefit Cleantag International LLC.

(c) Non-Compliance. Failure by Customer to comply with this Section will be deemed a material breach of a material provision of these Ts&Cs and Cleantag International LLC will have the right to immediately terminate these Ts&Cs and its performance without any liability to Customer.

16. CONFIDENTIAL INFORMATION. Customer shall maintain in confidence, not disclose to any third party, and not use, except for the specific purpose of performing under these Ts&Cs, all Confidential Information furnished to it by Cleantag International LLC in connection with these Ts&Cs, as a result of discussions, negotiations, or other communications with Cleantag International LLC in relation to the Products or Services, or derived from Cleantag International LLC in performance of these Ts&Cs, and shall return to Cleantag International LLC, upon request, all copies then in Customer's possession of Cleantag International LLC's Confidential Information. Customer shall inform its Representatives of these obligations and shall require them to assume equivalent obligations, and is liable for the acts and omissions of its Representatives with respect to Cleantag International LLC's Confidential Information. Customer acknowledges that Cleantag International LLC would not have any adequate remedy at law for the breach by Customer of any one or more of its obligations contained in this Section, and agrees that in the event of any such actual or potential breach, Cleantag International LLC may, in addition to the other remedies that may be available, file a suit in equity to enjoin Customer therefrom. To the extent the parties have entered into a separate confidentiality agreement/non-disclosure agreement ("NDA") and there is a conflict between the NDA and these Ts&Cs regarding Confidential Information and/or the disclosure of such information, the terms of the NDA will control.

17. OWNERSHIP RIGHTS. Customer acknowledges that Cleantag International LLC and/or licensors or suppliers, as applicable, are and shall remain the sole and exclusive owners or licensees, as applicable, and shall have on a worldwide basis all right, title or interest in or to: (a) Cleantag International LLC's and/or licensors' or suppliers' intellectual property, including trade names, marks, taglines, images, domain names, meta-tags and internet site URL names (the "Proprietary Marks") and all goodwill relating thereto;

(b) all marketing and other materials bearing any of the Proprietary Marks; (c) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, including all patents, patent applications, mask works, trade secrets, trade dress, service mark rights, know-how, improvements and innovations and other intellectual property relating to the Products or Services; (d) any work of authorship, regardless of copyrightability, including copyrights and any moral rights recognized by law; and (e) any other similar rights (collectively, "Intellectual Property"). For the avoidance of doubt, no right, title or interest is granted by Cleantag International LLC and/or licensors or suppliers to Customer whether by implication, estoppel, or otherwise, and the sale of Products and Services to Customer hereunder shall have no effect on Cleantag International LLC's and/or licensors' or suppliers' Proprietary Marks and/or Intellectual Property with respect to the Products and Services. Without limiting the foregoing, Cleantag International LLC and/or licensors or suppliers are and will remain the sole and exclusive owners or licensees of all right, title and interest in and to its standard operating procedures, specifications, drawings, and designs, and, if applicable, its proprietary software licensed to Customer hereunder, including any improvements or other inventions relating thereto. Customer agrees to respect all such rights, and ensure that no actions are taken by Customer or their Representatives which would infringe upon such rights. Customer shall not derive or attempt to derive by reverse engineering, disassembling, or otherwise any portion of the proprietary software. As between Customer and Cleantag International LLC and/or licensors or suppliers, all Proprietary Marks and Intellectual Property rights in and to the Products, Services or any materials, processes, ideas, concepts, techniques, inventions, discoveries, or improvements produced or provided by Cleantag International LLC and/or licensors or suppliers under these Ts&Cs will be the property of Cleantag International LLC and/or licensors or suppliers. Subject to these Ts&Cs, and effective upon completion of the Services, if applicable, and payment by Customer of the fees and expenses invoiced by Cleantag International LLC with respect to the Product(s) and/or Service(s), Customer will have a revocable, royalty-free, nonexclusive, limited, without the right to sub-license, right to use the Proprietary Marks on marketing and other materials provided by Cleantag International LLC or pre-approved by Cleantag International LLC in writing under these Ts&Cs throughout Customer's organization, solely in

connection with the sale of the Products and/or Services and in accordance with Cleantag International LLC's policies and/or procedures. Customer's interest in and obligations with respect to any programming, materials, or data to be obtained from third party vendors, whether or not obtained with the assistance of Cleantag International LLC, will be determined in accordance with the agreements and policies of such vendors.

18. MISCELLANEOUS.

(a) Force Majeure. Cleantag International LLC will not be liable in the event it is prevented, interrupted or delayed in whole or in material part from performing its obligations under these Ts&Cs by circumstances beyond its reasonable control (including any war (declared or undeclared), acts of war, invasions, sabotage, riot, insurrection, terrorist act, civil commotion, labor strike, lockout, work stoppages, slowdown, plant closure, labor disputes, or other civil disorder; fire, flood, storms or unusually severe weather, earthquake or volcanic activity, natural disaster, explosions or accidents, droughts, tsunamis, hurricanes, tornadoes, or other act of God; epidemics, pandemics, famines, public health warnings or alerts; disruption of markets; shortages or inability to obtain necessary shipping space, transportation, labor, power, fuel, energy, raw materials, packaging, supplies, equipment, machinery, or manufacturing facilities at reasonable prices from regular sources; equipment failure or machinery breakage; utility disruption; cybersecurity or ransomware hacks or attacks; failure of a communications or Internet provider; failure in whole or in part of suppliers to deliver materials on schedule, interruption or delays of carriers; criminal acts of third parties; embargoes, sanctions or any then prevailing Applicable Law, including export or import controls, or other act or order of any court, government or governmental agency; requests of any government of competent jurisdiction or any officer, department, agency or committee thereof, including requisition or allocation or establishment of priority, or by compliance with a request authorized by such Relevant Authority of any manufacturer for material to be used by it; or by new dynamics caused by any such occurrence or by any similar occurrence beyond the Cleantag International LLC's reasonable control, fault or negligence, such event is a "Force Majeure Event"). For avoidance of doubt, a claim of a Force Majeure Event or allocation by any of Cleantag International LLC's suppliers shall be deemed to be a Force Majeure Event impacting Cleantag International LLC. Notwithstanding anything contained or implied in these Ts&Cs, Cleantag International LLC shall not be required to suffer an adverse economic impact or to settle a labor dispute against its will in the performance of its obligations hereunder in an effort to avoid or cure a Force Majeure Event.

(b) Allocation. If, at any time, in Cleantag International LLC's opinion, there is a shortage of supply of Products for any reason, then Cleantag International LLC may allocate its inventory with no liability on Cleantag International LLC's part for failure to deliver the quantity or any portion thereof specified on any order, and Customer waives any right to assert a claim against Cleantag International LLC in that regard.

(c) Nature of Relationship. Neither party nor its employees, permitted contractors, or agents will, under any circumstances, be considered to be an agent, partner, joint venturer, franchisee/franchisor, employee or representative of the other party, or anything other than an independent contractor for all purposes of these Ts&Cs, and except as may be authorized specifically in writing, neither party has express or implied authority to bind the other or pledge the credit of the other in any manner whatsoever by virtue of these Ts&Cs. Further, neither party is not granted any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other in any manner whatsoever.

(d) Assignment. These Ts&Cs will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees. Provided, however, Customer shall not transfer, assign or delegate its rights or obligations under these Ts&Cs or any portion thereof without the prior written consent of Cleantag International LLC, which may be withheld in Cleantag International LLC's sole discretion. To the extent that Cleantag International LLC approves of any assignment, Customer shall cause each such assignee to be bound in writing by these Ts&Cs, which may be deemed applicable thereto and Customer shall deliver to Cleantag International LLC the written agreement of any such assignee to be so bound. Customer and such assignee shall be jointly and severally responsible for compliance with these Ts&Cs. Cleantag International LLC may, without notice, assign these Ts&Cs, in whole or in part, to any of its affiliates or in connection with the transfer or sale of all or substantially all of Cleantag International LLC's business related to these Ts&Cs. Further, Cleantag International LLC will have the right, without the prior approval of Customer, to appoint contractor(s) or agent(s) to perform certain services hereunder. No assignment or delegation relieves the assigning or delegating party of its obligations which arose prior to the effective date of the permitted assignment. Any purported assignment in violation of this Subsection shall be void and of no effect.

(e) Representations and Warranties.

(i) Mutual Representations and Warranties. Each party represents and warrants that it: (A) is authorized to enter into these Ts&Cs and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party; and (B) has or shall obtain all appropriate consents or permissions to perform its obligations under these Ts&Cs and to disclose any information to the other Party.

(ii) Customer Representations and Warranties. Customer further represents and warrants that it: (A) owns all right, title, and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by these Ts&Cs, any programming, materials, specifications, data or content furnished by Customer to Cleantag International LLC in connection with Cleantag International LLC's performance of the Services; (B) shall comply with all Applicable Law (including permitting, registration and licensing requirements) related to its performance hereunder and in the receipt, handling, storage, possession, transport, disposal, purchase, resale, or use of any Product; (C) understands and agrees that Cleantag International LLC is not a contract manufacturer, as defined in the Act or other Applicable Law; and (D) understands and agrees that the Products and Services provided by Cleantag International LLC are intended for purchase and use by persons or entities acting in a professional, business, or trade capacity (each, a "Commercial Customer"), and are not intended for purchase or use by consumers for personal, family, or household purposes, and that by ordering Products or Services, Customer represents and warrants that it is a Commercial Customer engaging in a commercial transaction.

(f) Governing Law. These Ts&Cs are made pursuant to, and will be construed and enforced exclusively in accordance with, the internal laws of the State of New Mexico (and U.S. federal law, to the extent applicable) without giving effect to otherwise applicable principles of conflicts of law. Any lawsuit arising from or related to these Ts&Cs must be brought exclusively before the applicable state or federal court in New Mexico, and each party hereby consents to the jurisdiction of any such court. The parties hereby expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to these Ts&Cs, including Article 35(2) thereof. EACH PARTY HERETO EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM RELATING TO OR ARISING IN ANY WAY FROM THESE Ts&Cs, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THESE Ts&Cs, OR ANY TRANSACTION CONTEMPLATED IN ANY SUCH DOCUMENTS. CUSTOMER AND Cleantag International LLC EACH ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. CUSTOMER EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR LATER TO THE VENUE OR JURISDICTION OF ANY ACTION, INCLUDING BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS, OR SIMILAR GROUNDS. ANY ACTION ARISING UNDER THESE Ts&Cs, OTHER THAN FOR NON-PAYMENT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THAT THE CAUSE OF ACTION AROSE.

(g) Entire Agreement Non-Waiver: Headings: Severability: Survival.

(i) Entire Agreement. These Ts&Cs comprise the entire agreement between the parties with respect to the subject matter hereof, there being no expressed or implied prior or contemporaneous written or oral statements, understandings, inducements, conditions or representations incorporated herein (except for certain specific-purpose confidentiality agreements). No cancellation, amendment, modification, deletion, addition or waiver of the terms of these Ts&Cs will be binding on Cleantag International LLC unless reduced to writing and signed by an authorized officer of Cleantag International LLC, and in the case of a waiver, will be effective only in the specific instance and for the specific purpose for which given, and will not be construed as a waiver of any subsequent breach. No course of dealing, usage of trade, trade custom, course of performance or Customer's terms and conditions will supplement, explain, or amend any term, condition, or instruction of these Ts&Cs or any shipment of Products or provision of Services hereunder. Clerical or computer errors on a Cleantag International LLC website or on the face of any Cleantag International LLC quotation, invoice, or other form will be subject to correction by Cleantag International LLC.

(ii) Non-Waiver. The failure of either party to enforce at any time or for any period of time any of the provisions of these Ts&Cs will not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. No waiver shall be effective unless it is in a writing and signed by the party against whom the waiver sought to be enforced.

(iii) Headings. The Section headings used in these Ts&Cs have been inserted for convenience of reference only and do not constitute a part of, and will not be considered in construing, these Ts&Cs.

(iv) Severability. If any portion of these Ts&Cs are held by a court of competent jurisdiction to be invalid for any reason, the remainder of these Ts&Cs will not be deemed invalid but will remain in full force and effect.

(v) Survival. Any provision of these Ts&Cs which either expressly or by its terms is intended to survive termination of these Ts&Cs, shall remain in full force and effect following the termination of these Ts&Cs, including the following: Acceptance; Payment Terms; Security Interest; Cancellation and Product Return Policy; Product and Services Warranties; Limitation of Liability; Indemnity; Customer's Obligations - Products; Compliance; Confidential Information; Ownership Rights; and Miscellaneous.

(h) No Third Party Beneficiary Rights. These Ts&Cs are not intended to and will not be construed to give any third party any interest or rights (including any third party beneficiary rights) with respect to or in connection with the subject matter of these Ts&Cs, except as otherwise expressly provided for in these Ts&Cs.

(i) Governing Language. It is the express intent that this Agreement be written in English, and that only the English version of these Ts&Cs bind the parties. All communications and proceedings, judicial or otherwise, of any kind related to these Ts&Cs shall be in the English language. Any translation of these Ts&Cs into another language shall be for information purposes only.

(j) Remedies and Reimbursement.

(i) The remedies of Cleantag International LLC as set forth in these Ts&Cs are cumulative and nonexclusive. Notwithstanding anything contained in these Ts&Cs to the contrary, the parties acknowledge and agree that a breach by Customer of any of its representations, warranties, covenants, agreements, obligations or undertakings hereunder will cause Cleantag International LLC irreparable damage by vitiating the intent and purpose of the transactions contemplated hereby. Accordingly, Customer acknowledges that the remedy at law for such a breach hereunder will be inadequate and agrees that Cleantag International LLC will be entitled to, in addition to all other available remedies, an immediate injunction or other equitable relief, to stop or prevent such irreparable harm, loss or dilution. Customer waives, to the extent permitted by law, the requirement that Cleantag International LLC post bond prior to entry of an injunction and also waives in such injunction proceeding the defense that Cleantag International LLC has an adequate remedy at law. Customer consents to the jurisdiction of the applicable municipal, county, state, federal and/or national courts where the injunction and/or equitable relief is sought to be enforced. In addition to any other relief to which it may be awarded or entitled, Cleantag International LLC shall be entitled to any costs, and expenses (including legal fees) of every kind whatsoever incurred by Cleantag International LLC in any dispute, controversy or claim arising out of or relating to these Ts&Cs, litigation or other action to enforce these Ts&Cs. The right to collect such fees and expenses shall survive any termination of these Ts&Cs.

(ii) TO THE EXTENT PERMITTED UNDER APPLICABLE LAW OR AS OTHERWISE MAY BE PROVIDED IN THESE Ts&Cs, CUSTOMER VOLUNTARILY AND KNOWINGLY WAIVES ANY CLAIM FOR COMPENSATION, DAMAGES OR PENALTIES, INCLUDING ANY RIGHTS IT MAY HAVE UNDER APPLICABLE LAW AS A RESULT OF THE TERMINATION OF THESE Ts&Cs. EXCEPT AS OTHERWISE MAY BE PROVIDED IN THESE Ts&Cs, ALL SUCH REMEDIES OF CUSTOMER OTHERWISE AVAILABLE AT COMMON LAW, IN EQUITY OR BY STATUTE ARE EXPRESSLY EXCLUDED.