

Purchase Order Terms & Conditions

1. ACCEPTANCE: These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by Xymox Technologies, Inc. or one of its subsidiaries to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). Xymox Technologies, Inc. objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Xymox's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Xymox. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Xymox. If an Order has been issued by Xymox in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer, then the issuance of the Order by Xymox shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contracts Terms constitutes the entire agreement between Supplier and Xymox with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notify Xymox to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order.

2. TERMINATION: Xymox may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. Xymox shall pay for any products delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if Xymox has paid in advance any fees covering a fixed period of Services). Unless Xymox has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

3. CONFIDENTIALITY: All specifications, documents, artwork, or drawings delivered to Supplier by Xymox, and any other non-public information Xymox discloses to Supplier, remains Xymox's property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without Xymox's prior express written consent. Xymox reserves the right to request that Supplier return all such information to Xymox or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

4. WARRANTY: Supplier expressly warrants that all products and services supplied to Xymox by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by Xymox shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to promptly replace or correct defects of any goods or services not conforming to the foregoing warranty without expense to Xymox, when notified of such non-conformity by Xymox. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, Xymox may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense.

5. PRICE: An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the Xymox Buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty. If Supplier sells products to Xymox, or if the services include provision to Xymox of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty.

6. TAXES: Xymox will not be liable for any taxes with respect to an Order, except for sales, use, retailers occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from Xymox. Supplier shall not collect or remit, and Xymox shall not be liable for, any such taxes if Xymox has provided Supplier with a tax exemption certificate. Xymox also will not be liable for any taxes of any nature based on the income of Supplier. If Xymox is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, Xymox will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Xymox with adequate documentation of such exemption from or reduced rate of withholding, Xymox will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by Xymox as to Xymox's liability for any such tax, Supplier shall allow Xymox, at Xymox's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. Xymox shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax owing including in the amount to be reimbursed, any interest charges and penalties accruing thereon.

7. INVOICES: Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Xymox to obtain appropriate credit for any Taxes charged. All invoices shall be mailed to the address provided in the table below:

Legacy Xymox Invoices:

All products	Please refer to the Xymox Order for bill to addresses.
Services	To the attention of the Xymox requisitioner at the address provided on the Order

Failure to comply with the above may result in delayed payment or returned invoices.

8. PAYMENT: As full consideration for Supplier's satisfactory provision of the products or performance of the services, Xymox will pay Supplier's invoice not later than sixty (60) days following Xymox's receipt of said invoice unless otherwise indicated in supplier agreement. Xymox's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless Xymox agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Xymox shall receive invoices within three (3) business days of invoice date.

9. PRESUMPTIONS: Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within one (1) year of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Xymox that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of (i) one (1) year after the Delivery Date or performance of the services covered by the supplemental invoice, or (ii) three (3) months after the date of submission of the original invoice.

10. FORCE MAJEURE: Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with Xymox's delivery schedule or otherwise fail to comply with its obligations hereunder, Xymox may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

11. INDEMNITY: Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold directors, officers, agents, employees, and shareholders harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a

claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

12. INSURANCE: Before commencing work, Supplier shall furnish Xymox with certificates of insurance from companies meeting an A.M. Best rating of at least A-VII showing that Supplier is covered by A) Workers' Compensation as required by law, including a waiver of subrogation in favor of Xymox; B) Employers Liability and Occupational Disease insurance with limits of \$500,000 per occurrence; C) Commercial General Liability, including Products and Completed Operations, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commercial General Liability policy shall name Xymox as an additional insured as its interest may appear, contain a cross liability (severability of interests) provision and be primary and non-contributory to any insurance available or maintained by Xymox. Additional insurance requirements may apply under the Xymox G-1 Specifications. No exceptions to these coverages may be made unless approved in writing by Xymox. Properly endorsed Certificates of Insurance shall be sent to the following address ten (10) days prior to commencement of delivery of any Product or Services, and upon renewal of insurance policies:

Xymox Technologies, Inc.
9099 West Dean Road
Milwaukee, WI 53224

13. LIMITATION OF LIABILITY: IN NO EVENT WILL Xymox BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF Xymox HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. CHANGES: Xymox reserves the right to make changes in drawings, designs, specifications, scope of work to be performed, time and place of delivery and method of transportation. If such change is to be made, it will be evidenced in writing by Xymox in the form of a change Order. If any such change has an effect on the price, warranty, delivery date or indemnification provisions of the Order, an equitable written acknowledgement of the effect on the changed provisions shall be indicated on the change Order. Supplier may not make any change in drawings, design specifications, scope of work to be performed, time and place of delivery and method of transportation without a written Change Order acknowledging the change. Any such Change Orders accepted by Supplier shall be incorporated in and amend the Order.

15. PACKAGING: Unless otherwise specified, the products Supplier sells to Xymox shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Supplier agrees to mark all containers with necessary lifting, handling, and shipping information and also Order numbers, date or dates. A packing list must be enclosed in all shipments showing the Order number and exact quantity and description of the goods shipped.

16. RISK OF LOSS: Regardless of the method of shipment used, Supplier agrees to deliver all product specified on the Order to the location(s) specified on the Order at Supplier's own risk. Supplier shall bear the risk of loss, destruction or damage until the items are accepted by Xymox.

17. DELIVERY: Time is of the essence. Supplier agrees to comply with Xymox's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating Xymox's requirements. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without Xymox's prior written consent. Xymox's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Xymox's rights to collect damages for goods not delivered or for late delivery. Supplier shall report to Xymox any delays in a schedule immediately as they become known to Supplier. Xymox reserves the right to cancel the Order and effect cover if Supplier cannot comply with the schedule(s) indicated on the Order. If dates are not specified on the Order, Supplier shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases Xymox issues to Supplier. Xymox may return overshipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. Xymox may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. If it becomes necessary for Supplier to ship by a more expensive mode than specified on the Order in order to meet a schedule, Supplier shall pay any resulting premium transportation cost unless Supplier can establish to Xymox's satisfaction that the necessity for the change in routing is occasioned by force majeure events.

18. INSPECTION AND ACCEPTANCE OF GOODS: Payment by Xymox for the products or services delivered hereunder shall

not constitute Xymox's acceptance. Xymox retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in Xymox's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. Xymox will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by Xymox and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to Xymox's other rights, Xymox may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Xymox receives goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of Xymox's finished product, Xymox reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon Xymox's inspection, and such rejection increases the risk of jeopardizing Xymox's production schedules by reason of the fact that at least some of the products are necessary to meet such production schedules, then Xymox, at its option, may charge Supplier for the reasonable costs of an increased level of inspection up to and including inspection of each of the products comprising such shipment.

Due to the high quality standards agreed with you, defects in an incoming goods inspection can only be discovered with disproportional efforts. Therefore, XYMOX only carries out the incoming goods inspection for externally recognizable transport and packaging damages, quantities and identity of the products. Any further examinations are hereby excluded. However, if defects are discovered during processing or by XYMOX's customer, XYMOX is obliged to notify them within a reasonable period of time.

19. Xymox PROPERTY: Any material or parts furnished by Xymox intended for use by Supplier in Supplier's execution of Supplier's duties as required by this Order are held by Supplier on consignment. All such materials or parts not used by Supplier in connection with this Order shall be returned to Xymox at Xymox's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to Xymox, Supplier shall pay or reimburse Xymox for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with a loss payable to Xymox.

XYMOX points out that after delivery of your products to XYMOX, the delivered products are usually integrated into customer products, which are being sold internationally. These customer products generally exceed the value of the delivered contract products by far. Upon written request, XYMOX will gladly provide further information in order to make the corresponding risks assessable.

20. ASSIGNMENT/DELEGATION/SUBCONTRACTING: Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Xymox's prior written approval. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or liabilities assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these Contract Terms and includes provisions protecting Xymox's Confidential Information in a manner consistent with the terms of this Agreement. All claims for monies due or to become due from Xymox shall be subject to deduction by Xymox for any setoff or counterclaim arising out of this or any other Orders with Supplier whether such setoff or counterclaim arise before or after such assignment, delegation subcontracting or transfer by Supplier.

21. ON-SITE SERVICES. If Supplier performs any services at one of Xymox's sites, Xymox reserves the right to interview and accept or reject any personnel Supplier provides prior to assignment to Xymox's facility. Only U.S. Persons including: contractors, suppliers, customers and visitors (defined in Part 120 if the ITAR and various parts of the EAR) are permitted to have access to our facility. Xymox may require any such personnel to pass a drug screening test that Xymox administers. Supplier agrees to employ only competent and skilled personnel to perform the services and shall use all reasonable means to ensure the continued employment of personnel performing services pursuant to this Order. Upon Xymox's request, Supplier will immediately remove from all facilities and replace any personnel who are unsatisfactory to Xymox for any reason. Supplier warrants that all personnel Supplier assigns to Xymox's facilities shall have a prior satisfactory work record in a responsible capacity; have no felony criminal record; be in good health without any physical or mental conditions which would prevent the performance of essential functions of the job. If Supplier is or becomes a party to any collaborative bargaining agreement regarding contracted personnel, no provision in that agreement shall be binding upon Xymox, unless otherwise required by law. Supplier further agrees, while Supplier's personnel are on Xymox's premises, that they will abide by Xymox's normal rules of work.

22. COMPLIANCE WITH LAWS.

- **General:** Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to Xymox. Before delivery of any products, the Supplier is responsible for notifying Xymox of the presence of any substance listed in the following regulations contained in products supplied to Xymox,. If there are no notifications, the supplier certifies that their products supplied to Xymox does not contain substances on the substance lists in this purchase order.

- 1 Per- and Polyfluoroalkyl Substances (PFAS). PFAS refers to a broad range of thousands of materials with varying properties and characteristics, which may include high resistance to oil, water, temperature, chemicals, and fire, which makes certain PFAS critical to the functioning of many modern products.
 - 2 TSCA Section 6 chemicals which include 2,4,6-Tri-tert-butylphenol (CAS 732-26-3), Decabromodiphenyl Ether (Deca-BDE) (CAS 1163-19-5), Hexachlorobutadiene (HCBBD) (CAS 87-68-3), Pentachlorothiophenol (PCTP) (CAS 133-49-3), Phenol, isopropylated phosphate (3:1) (PIP (3:1)) (CAS 68937-41-7).
 - 3 EU RoHS substances under EU Directive 2011/65/EU (RoHS recast/RoHS 2), as amended by EU 2015/863 (phthalates: DEHP, BBP, DBP, and DIBP).
 - 4 EU REACH substances listed in European Union Regulation EC No. 1907/2006, Annex XVII.
 - 5 EU REACH European Union Regulation EC No. 1907/2006, Substances of Very High Concern (SVHC) listed on the most current candidate SVHC list.
 - 6 California Proposition 65 listed chemicals.
 - 7 Other Chemicals and/or Compounds of Interest Asbestos, Biocides/Preservatives, Bisphenol A (BPA) (CAS 80-05-7), Cobalt and (Co) Compounds, Gallium (CAS 7440-55-3), . Germanium (CAS 7440-56-4), Natural Rubber Latex, Ozone Depleting Chemicals (ODCs), Polycyclic Aromatic Hydrocarbons (PAHs), Talc (CAS 14807-96-6).
- **Printed circuit board Suppliers** must ensure that they are less than 24 months old and suitable for lead-free soldering processes at typical processing temperatures (IPC / JEDEC standard J STD 020). The products and services must comply with all relevant legal and regulatory requirements from the countries of origin. This also applies to purchased products and service that incorporated into your products and services.
 - **Executive Order 11246:** The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable. Xymox is an Affirmative Action/Equal Opportunity Employer.
 - Supplier shall obtain a similar agreement from all of its subcontractors. Supplier agrees to obtain and furnish any information reasonably requested by Xymox, including test reports prepared by certified and accredited testing laboratories relating to lead, phthalates and heavy metals content in the Products, to enable Xymox to ensure its own compliance with product safety laws, and to confirm compliance with this provision or to determine the environmental, health or safety effects of materials or chemicals contained in or used by a Product provided to or delivered on behalf of Xymox by Supplier. Supplier also agrees to indemnify Xymox against any loss, expense and penalty incurred by Xymox as the result of Supplier's failure to comply with this provision.

23. REMEDIES: Xymox's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Xymox shall not constitute Xymox's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

24. GOVERNING LAW/SUBMISSION TO JURISDICTION: This agreement shall be construed in accordance with the laws governing contracts made and to be performed in the State of Wisconsin, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods. Supplier hereby consents to the jurisdiction of any local, state, or federal court located within the State of Wisconsin and waives any objection which Supplier may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court.

25. LANGUAGE: The parties confirm that it is their wish that these Contract Terms, as well as any other documents relating hereto, including all Orders, notices, schedules, authorizations, attachments and amendments, have been and shall be drawn up in the English language only.

26. ENTIRE AGREEMENT: This Agreement and associated documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded hereby. In the event Xymox acquires, is acquired by or merges with another company that has a written contract with Supplier, or otherwise assumes a contract between Supplier and the acquiring, acquired or merging company (each, a "Legacy Contract"), Xymox may at its sole option terminate the Legacy Contract by written notice and elect to have this Agreement govern all transactions between Supplier and Xymox and its Affiliates from and after the date given in the notice.