

1. **Acceptance.** Acceptance of any Innovant purchase order (a "Purchase Order") referencing and incorporating the Innovant General Terms and Conditions is expressly limited to the terms and conditions set forth herein. Innovant shall not be bound by any terms or conditions of Vendor's order acknowledgement or acceptance forms, invoices, counter offers or other documents which propose any terms or conditions in addition to or differing from the Innovant Terms irrespective of whether any of the same are in written or electronic form, and objection is hereby made to any such terms and conditions of Vendor. Innovant's failure subsequently to object to such terms and conditions contained in Vendor's documents shall not be deemed a waiver of any of the Innovant Terms, which shall constitute the entire agreement between the parties. No amendment, deletion, supplement or change in the Innovant Terms shall be binding upon Innovant unless separately and specifically approved by a duly authorized officer of Innovant in a written amendment to the Innovant Terms signed by hand in ink.
2. **Pricing.** Prices shall be firm and not subject to adjustment or variation. Vendor warrants that the prices herein specified are as low as any net prices now given by Vendor to any other customer for goods or services of like grade and quality in like quantities, and Vendor agrees that if at any time during the pendency of an applicable Purchase Order lower net prices are quoted under similar conditions, said lower net prices shall be from that time substituted for the prices in such Purchase Order. Vendor agrees that any price reductions made in the goods or services covered by such Purchase Order subsequent to its acceptance but prior to payment thereof will be applicable to such Purchase Order.
3. **Transport and Insurance.** Vendor is responsible for all freight costs for the return of NCM (Non-Conforming Material) product. Vendor is responsible for any and all additional charges required for expediting of late, incorrect, discrepant or replacement product. All vendor shipments are to be bound by their insurance so replacement costs for damaged product will fall on the vendor in the event of a rejection or freight claim.
4. **Defective or Non-Conforming Merchandise.** If any Merchandise is defective, unsuitable, does not conform to all terms hereof and of the Order and all warranties implied by law, Innovant (Buyer) may at our option return it to Vendor for full credit or refund of the purchase price or at Innovant may elect to repair it at Vendor's expense, and may charge Vendor such price or expense and the cost of any incurred inbound and outbound freight in addition to a handling, storage and inspection charge of 10% of the returned Merchandise invoice price.
5. **Disposal of NCM materials.** Buyer may dispose of NCM materials at their sole discretion. If vendor wishes to have NCM product returned, vendor must request return within 2 business days of receipt of NCM notice and shall be responsible for all costs associated with packaging and shipment of said materials.

6. **Shipping & Billing.** Vendor agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Innovant, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Innovant's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on the relevant Purchase Order; (d) to provide with each shipment packing slips with Innovant's Purchase Order and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Innovant's instructions; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Innovant's instructions. Vendor will include on bills of lading or other shipping receipts correct classification and identification of the goods shipped in accordance with Innovant's instructions and the carrier's requirements. The marking on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Innovant to identify the goods purchased. Payment terms are set forth in the relevant Purchase Order and the date payment is due is calculated from the date goods are received or performance of services is completed, as appropriate. Innovant may withhold payment pending receipt of evidence, in such form and detail as Innovant may direct, of the absence of any liens, encumbrances and claims on the goods or services acquired by Innovant under the Innovant Terms.
7. **Vendor's Representations and Warranties.** Vendor represents and warrants to Buyer, in addition to all warranties implied by law, that each item of merchandise described on the face of an Order (or in an EDI or telephone Order), together with all related packaging and labeling and other material furnished by Vendor shall (a) be free from defects in design, workmanship and/or materials including, without limitation, such defects as could create a hazard to life or property; (b) conform in all respects with all applicable federal, state and local laws, orders and regulations, including, without limitation, those regarding occupational safety and health; (c) not infringe or encroach upon Buyer's or any third party's personal, contractual or proprietary rights, including, without limitation, patents, trademarks, copyrights, rights of privacy or trade secrets; (d) conform to all of Buyer's specifications and to all articles shown to Buyer as Merchandise samples.
8. **Packaging and forwarding.** Vendor is responsible for packaging all materials appropriate to the protection and interstate or international conveyance of materials sold. All shipments must be accompanied by a packing slip, which describes the article(s), states the Purchase Order number, and shows the shipment's destination. Vendor agrees to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. No charges will be allowed for packing, crating, and transportation unless stated in this Purchase Order.
9. **Inspection.** Buyer will be entitled to notify Vendor of any shortages or damages to the good(s) up to 30 days from the date on which the goods are delivered to Buyer.

Nonconforming or defective goods may be returned at the Buyer's option to the Vendor for full credit or replacement with new goods at the Vendor's risk and expense, including all expenses for labor and materials in dealing with or removing the defective parts, all charges for handling, sorting, packaging and transportation both ways. No replacement of nonconforming goods may be made except as authorized by a replacement order signed by Buyer. Vendor shall be given a reasonable opportunity to inspect the damaged goods at its own cost within a period of 3 days from the date of notification of rejection of nonconforming or defective goods.

10. **Vendor's Indemnification of Buyer.** Vendor agrees to reimburse, indemnify, hold harmless and to defend at its expense (or to pay any attorney's fees incurred by Buyer) Innovant, Inc. against all damage, loss, expense, claim, liability or penalty, including, without limitation, claims of infringement of patents, copyrights, trademarks, unfair competition, bodily injury, property or other damage, arising out of any use, possession, consumption or sale of said Merchandise and from any failure of Vendor to properly perform an Order. Vendor shall obtain adequate insurance to cover such liability under each Order and shall provide copies of the applicable certificate(s) of insurance upon request of Buyer.
11. **Acknowledgement of PO and its validity.** *Vendor must submit an acknowledgement of all orders within 1 business day to Innovant via email (purchasing@innovant.com), clearly referencing the Innovant P.O. number and providing line item ship dates and pricing validation.*
12. **Return policy** - Innovant agrees to accept useable product and reserves the right to reject nonconformance materials based upon receiving inspection process (executed within 48 hours of receipt of material/service). An inspection report shall be issued to the vendor to validate receipt and authorize invoicing. Innovant will not accept or process invoices for product or services that have not been acknowledged through this process. If there is discrepant product due to Innovant rejection of materials, said product must be shipped by Vendor and received by Innovant and acknowledged before payment will be processed for the initial or replacement product.. Concealed damage claims shall be honored as defective product to be replaced at Vendor's sole expense indefinitely so long as shipped materials reside in original shipping packaging. All return material shipping costs shall be covered by Vendor, whether from Innovant's manufacturing site or from client site.
If vendor requires an RGA/RMA (Return Goods Authorization / Return Materials Authorization), such documentation must be provided to Innovant within 2 business days, or vendor acknowledges the need for RGA/RMA is waived. RGA/RMA must be submitted to Innovant via email (purchasing@innovant.com) clearly referencing the original Innovant P.O. number.

13. **Applicable Laws.** Vendor, and any goods or services supplied by Vendor, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards that relate to the manufacture, performance, labeling, transportation, importation, exportation, licensing, approval or certification of goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health and safety and motor vehicle safety. By delivering the goods or services covered by a Purchase Order, Vendor certifies compliance with the foregoing. Vendor shall indemnify and hold Innovant, its officers, directors, employees and shareholders harmless from and against any liability claims, demands or expenses (including attorneys' or other professional fees and expenses) arising from or relating to Vendor's noncompliance.
14. **Termination for Bankruptcy.** Buyer may immediately terminate this Purchase Order without liability upon the happening of any of the following or any other comparable event: (i) insolvency of the Vendor; (ii) filing of a voluntary or involuntary petition in bankruptcy by or against Vendor; (iii) appointment of a receiver or trustee for Vendor; (iv) any accommodation by Buyer, financial or otherwise, not contemplated by this Purchase Order, that are necessary for Vendor to meet its obligations under this Purchase Order; or (v) execution of an assignment for the benefit of creditors by Vendor, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. Vendor will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Purchase Order is terminated, including, but not limited to, all attorneys' or other professional fees.
15. **Termination for Convenience.** In addition to any other rights of Buyer to cancel or terminate this Purchase Order, Buyer may terminate all or any part of this Purchase Order at any time and for any reason by giving written notice to Vendor. Upon receipt of such notice, Vendor will immediately stop work on this Purchase Order or the terminated portion thereof, and notify any subcontractors to do likewise. Buyer shall pay to Vendor the Purchase Order price for all goods or services that have been completed in accordance with this Purchase Order and not previously paid for. Where articles or materials are to be specifically manufactured for Buyer hereunder and where Vendor is not in default, an equitable adjustment shall be made to cover Vendor's actual cost, excluding profit, for work-in-process and raw materials as of the date of termination to the extent such costs are reasonable in amount and are properly allocable or apportioned under generally accepted accounting principles to the terminated portion of this Purchase Order. Buyer will not be liable for any charges or expenses incurred by Vendor in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. Buyer will make no payments for finished goods, work-in-process, or raw materials in amounts in excess of those authorized by Buyer or for any undelivered goods which are in Vendor's standard stock or which are readily marketable. Vendor shall submit any claim to Buyer within thirty (30) days after the date of termination or

such claim shall be waived. Payments made to Vendor under this Section represent the sole responsibility of Buyer in case of cancellation of the Purchase Order and Vendor agrees not to charge any other costs, expenses or fees to Buyer nor shall Buyer be liable for any other costs, expenses or fees arising out of the cancellation or termination of the Purchase Order under this Section.

16. **Non-disclosure of designs.** Vendor shall keep confidential, during the existence of this Purchase Order as well as after, the features of any equipment, tooling, patterns, designs, drawings, processes, engineering and business data and other technical and proprietary information (without limitation), furnished by Buyer and use such items only in production of supplies under Purchase Orders from Buyer, unless Buyer's written consent is first obtained. Upon termination or completion of this Purchase Order, Vendor shall return all such items to Buyer or make other disposition, as directed by Buyer.