



## Purchase Order Terms & Conditions

### 01. ACCEPTANCE

Unless otherwise provided herein, the written acknowledgement of this Purchase Order or the delivery of any goods, services, or equipment pursuant to this Purchase Order shall constitute acceptance by Seller of this Purchase Order, subject to all its terms and conditions. Seller, by shipping the goods or equipment pursuant to this Purchase Order, agrees to the terms and conditions set forth herein. Inconsistent provisions or additional terms in any written form used by Seller shall have no force or effect unless accepted in writing by an authorized agent of Luminis Health, Inc. or a subsidiary entity of Luminis Health, Inc. ("Buyer"). Unless Seller advises Buyer promptly in writing and by return mail of any additions or exceptions to the terms and conditions on this Purchase Order, these terms and conditions shall be deemed to have been accepted by Seller.

### 02. TERMINATION

As to non-custom goods, services, or equipment, Buyer reserves the right to terminate this Purchase Order or any part thereof without cause and to cancel all or part of the undelivered portion of the Purchase Order. As to custom made goods, services, or equipment, Buyer has the right to cancel if the Seller does not make deliveries as provided in this Purchase Order or if Seller breaches any of the terms hereof/ including the warranties. Buyer shall not have any obligation to Seller with respect to the cancelled portion of this Purchase Order, and Buyer's obligations shall be limited to payment for the delivered portion of this Purchase Order which meets all specifications contained herein.

### 03. PRICE

Buyer shall not be billed at prices higher than those stated on the front of this Purchase Order.

### 04. TAXES

Buyer shall be liable for and shall reimburse Seller only for the following tax payments with respect to goods, services, or equipment ordered under this Purchase Order: federal manufacturers' and retailers' excise taxes, state and local sales taxes and use taxes, as applicable. Taxes payable by Buyer shall be shown as separate items on Seller's invoices and shall not be included in Seller's prices. Seller shall furnish copies of any records that are available that Buyer may reasonably request if such records are requested to consent any tax that Buyer deems improperly levied.

### 05. DELIVERY

Seller shall deliver goods or equipment F.O.B. Destination. Seller shall suitably pack, mark and ship all goods or equipment in accordance with the requirements of common carriers so as to secure the lowest transportation costs. Deliveries shall be made as specified without charge for boxing, crating/carting or storage, unless otherwise specified in writing by Buyer. Buyer's Purchase Order numbers, specified addresses or other pertinent markings shall be clearly indicated on all invoices, packages / bills of lading / packing slips and shipping orders. Packages not bearing Purchase Order numbers may be returned by Buyer at Seller's expense. Tender of goods, services, or equipment is not complete unless and until Seller receives a receipt for the delivered goods, services or equipment from Buyer.

GOODS, SERVICES, OR EQUIPMENT NOT RECEIVED WITHIN 60 DAYS OF REQUIRED DELIVERY DATE WILL BE CANCELLED.

#### 06. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of this Purchase Order if such delay is caused by fires; strikes; embargoes; requirements imposed by government regulation or civil or military authorities; acts of God / the public enemy or omissions of carriers or suppliers or all other causes beyond the reasonable control of either party. If such contingency occurs, the party affected by the other's inability to perform shall elect to: (a) terminate this Purchase Order or part thereof as to goods, services, or equipment not already received; or (b) suspend this Purchase Order for the duration of the delaying cause, buy or sell the goods, services, or equipment elsewhere, deduct from the Purchase Order commitment the quantity bought or sold and resume performance under this Purchase Order once the delaying cause ceases. In the event that a condition of force majeure exists/ the delivery date shall be extended up to the length of time that the contingency endures; however, in no event shall such extended period of time exceed thirty (30) days from the scheduled delivery date. Unless written notice is given promptly after such injured party is apprised of the existence of a condition of force majeure, (b) shall be deemed selected.

#### 07. PACKING AND TRANSPORTATION FOR PHARMACEUTICALS

In addition to complying with the delivery terms specified in paragraph 5 "DELIVERY" Seller shall ship pharmaceutical goods under refrigeration where necessary. Seller shall pay all transportation costs incurred in the shipment of pharmaceuticals to Buyer.

#### 08. QUANTITY

Buyer shall return at Seller's expense all goods or equipment shipped in excess of the quantity ordered unless otherwise agreed in writing by Buyer.

#### 09. TIME OF THE ESSENCE

Time is of the essence of this Purchase Order. If deliveries are not made at the time specified on this Purchase Order or as otherwise agreed to in writing by Buyer, then Buyer may elect to cancel this Purchase Order, purchase substitute goods, services, or equipment from another vendor and hold Seller liable for the cost of the substitute goods, services, or equipment.

#### 10. INSPECTION

All goods, services, or equipment supplied shall be subject to Buyer's inspection at Buyer's premises within a commercially reasonable time after delivery. Goods, services, or equipment rejected as not conforming to this Purchase Order may be rejected by Buyer and returned at Seller's expense, including transportation and handling costs. If the Seller delivers nonconforming goods, services, or equipment or fails to deliver any goods, services, or equipment ordered by Buyer pursuant to this Purchase Order, Buyer may make any commercially reasonable purchase of substitute or equivalent goods, services, or equipment and may deduct from the Purchase Order the cost of such substitute goods, services, or equipment and any costs associated therewith. In addition, Buyer may deduct any costs resulting from such nonconformance or nondelivery of goods, services, or equipment, including incidental and consequential damages, and may withhold such damages from sums due or to become due. Prepayment for goods, services, or equipment shall not constitute Buyer's acceptance thereof. Acceptance of the goods, services, or equipment shall be deemed to occur when Buyer notifies Seller in writing that the goods, services, or equipment conform to the specifications of the Purchase Order or if Buyer fails to reject them within a commercially reasonable time after delivery.

#### 11. TITLE AND RISK OF LOSS

Seller shall retain title and bear all risk of loss F.O.B. Destination resulting from any cause for goods, services, or equipment covered by this Purchase Order.

#### 12. INSURANCE

Seller shall procure insurance in amounts and with insurers satisfactory to Buyer, insuring the full value of all goods, services, or equipment for all periods of time prior to delivery to Buyer's receiving facility as designated on the face of this Purchase Order. Evidence of such insurance coverage shall be submitted to Buyer upon request.

#### 13. WARRANTIES

Seller expressly warrants that all goods, services, or equipment covered by this Purchase Order (a) shall be of good and merchantable quality and workmanship and free from defects, latent or patent; (b) shall conform to the drawings, specifications, descriptions and samples furnished or specified by Buyer and (c) if the goods, services, or equipment are produced in accord with Buyer's specifications, they shall be suitable and sufficient for the intended purposes. Without Buyer's prior written consent, no goods, services, or equipment may be substituted in lieu of those specified. Seller covenants with Buyer that Seller shall fully protect Buyer relative to all warranties provided by any manufacturers of components incorporated into the goods, services, or equipment.

#### 14. DRUGS, MEDICINES AND RELATED PRODUCTS

Seller expressly warrants that any drugs, medicines or other products manufactured for human consumption and covered by this Purchase Order are of good quality, free of contamination and are fit for human consumption. Without limiting the provisions of the following paragraph 15, "PATENTS," Seller further agrees to indemnify, save harmless and defend Buyer and its agents, employees and other users from all liability, loss, injury or damage, including all incidental and consequential damages, to person or property arising out of Seller's delivery of contaminated drugs, medicines or other products. In the event that any drugs, medicines or other products purchased under this Purchase Order are subject to a recall program, any and all expenses incurred by Buyer relative to compliance with such recall program shall be for the account of Seller. All drugs, medicines or other products manufactured for human consumption or use covered by this Purchase Order must have all necessary approvals of the Food and Drug Administration.

#### 15. PATENTS

Seller warrants that the goods, services, or equipment covered by this Purchase Order and the sale or use of them will not infringe any United States or foreign letters patent, and Seller shall indemnify and hold harmless Buyer, its agents, employees and other users against all suits at law or in equity from all damages and expenses, including all incidental and consequential damages, resulting from claims and demands for actual or alleged infringements of any patent by reason for the sale or use of the goods, services, or equipment covered by this Purchase Order. Buyer shall promptly notify Seller in writing of any patent infringement action or proceeding which is filed against Buyer and as to which Seller is obligated to indemnify Buyer, and Seller shall defend or settle such action at its own expense. However, Buyer reserves the right to control or participate in any such patent infringement action brought against Buyer. In the event that Buyer should be enjoined in any such action or proceeding from using any of the goods, services, or equipment that are the subject of this Purchase Order, Seller, at its option, shall promptly: (a) secure termination of the injunction and procure for Buyer the right to use such goods, services, or equipment without any obligation or liability; (b) replace said goods, services, or equipment with noninfringing goods, services, or equipment or modify same to make them noninfringing, all at Seller's expense and to Buyer's satisfaction or (c) remove said goods, services, or equipment at Seller's expense and refund to Buyer the amount paid to Seller therefore. If (c) is

selected, Seller shall also be responsible for Buyer's expenses incurred in purchasing substitute goods, services, or equipment.

#### 16. INDEMNIFICATION

Seller shall indemnify and hold harmless Buyer, its agents, employees and other users against any and all suits at law or in equity, from all damages and expenses, including all incidental and consequential damages, in any manner arising out of or incident to the performance of this Purchase Order. Buyer shall promptly notify Seller in writing of any such suit which is filed against Buyer and as to which Seller is obligated to indemnify Buyer, and Seller shall defend or settle such action at its own expense. However, Buyer reserves the right to control or participate in the defense of any such suit brought against Buyer.

#### 17. COMPLIANCE WITH LAW

Seller agrees that all performance pursuant to this Purchase Order is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, demands, executive orders or other requirements of the municipal, state and federal governments and all political subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of the goods, services, or equipment covered by this Purchase Order, including, but not limited to, the Fair Labor Standards Act of 1938, the Federal Food, Drug and Cosmetics Act, the Federal Consumer Products Safety Act, the Federal Hazardous Substances Act and any other applicable laws. Seller further warrants that each chemical substance contained in goods or equipment covered by this Purchase Order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act.

#### 18. ASSIGNMENT

Seller shall not delegate any duties nor assign any rights or claims under this Purchase Order without the prior written consent of Buyer, and any attempted delegation or assignment shall be void. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other purchase order that Seller has placed with Buyer, whether such setoff or counterclaim arose before or after any such assignment by Seller.

#### 19. SEVERABILITY

If any of the provisions of this Purchase Order shall be declared to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Purchase Order. In such event, the entire Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

#### 20. GOVERNING LAW

Buyer and Seller agree that this Purchase Order shall be governed by and construed in accordance with the law of the State of Maryland, shall be venued in Anne Arundel County, Maryland and hereby consent to the jurisdiction of the courts of said county.