

Revolution Group Standard Purchase Order Terms and Conditions

TERMS AND CONDITIONS OF AGREEMENT: These terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein (together referred to as the "Purchase Order"). This Purchase Order shall constitute the final, complete and exclusive statement of this contract and may not be modified or rescinded except by a written change Purchase Order issued by the Buyer. If this Purchase Order constitutes an offer by the Buyer, agreement by Seller to furnish the goods or services, or Seller's commencement of such performance or acceptance of payment shall constitute acceptance by Seller of this Purchase Order. **As an offer, this Purchase Order expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response from the Seller is hereby given.** If this Purchase Order is construed as an acceptance to the Seller's offer, this acceptance is expressly conditioned on the offeror's assent to any additional or different terms contained in this Purchase Order. If the parties have otherwise completed a signed, written contract, the parties agree that the use of this Purchase Order to place Purchase Orders for goods or services pursuant to such a contract shall be construed to supplement the terms of such written contract only to the extent that the terms and conditions of this Purchase Order are not inconsistent with such written contract. **Regardless of its construction as an offer, acceptance, confirmation or use to place Purchase Orders for goods or services pursuant to an earlier contract, this Purchase Order incorporates by reference all terms of the United States Uniform Commercial Code ("UCC") providing any protection for the Buyer, including, without limitation, all express and implied warranty protection and all Buyer's remedies under the UCC.**

1. **Definitions.** (a) "**Buyer**" shall mean one of Juice-Tyme, Inc., Lemon-X Corporation, Dr. Smoothie Brands, Inc., Dr. Smoothie Enterprises, or any of their affiliates (each, d/b/a Revolution Group), as the entity identified as the Buyer in this Purchase Order. (b) "**Goods**" or "**Services**" shall mean those goods or services identified in this Purchase Order, which may be changed, from time to time by the mutual written agreement of the parties. (c) "**Seller**" shall mean the party identified as the Seller in this Purchase Order.

2. **Acceptance.** This Purchase Order is not binding on Buyer until Seller accepts the Purchase Order in writing. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller.

3. **Delivery Date/Shipping Terms.** Seller shall deliver the Goods in the quantities and on the date(s) specified in this Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Risk of loss remains with the Seller until the Goods have been delivered to Buyer at the location specified in the Purchase Order, during Buyer's normal business hours or as otherwise instructed by Buyer in writing ("**Delivery Location**") and accepted by Buyer. Title passes to Buyer upon delivery to the Delivery Location and acceptance by Buyer of the Goods. Timely delivery of the Goods is of the essence. Seller shall notify Buyer in writing immediately of any actual or potential delay in the Delivery Date. Such notice shall include a revised Delivery Date

and shall not constitute a waiver to Buyer's rights and remedies hereunder. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer within [NUMBER] business day[s] after Seller delivers the Goods to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

4. **Quantity.** If Seller delivers more than three percent (3%) or less than three percent (3%) the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. **Packaging/Shipping.** Seller shall pack and ship all Goods in accordance with applicable food safety laws, rules and regulations, industry standards, and according to Buyer's instructions or, if there are no instructions, in a manner sufficient to prevent damage or deterioration of the quality of the Goods. Seller shall provide Buyer with specific instructions regarding necessary transportation, storage and use of the Goods. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

6. **Amendment and Modification.** No change to this Purchase Order is binding upon Buyer unless it is in writing, specifically states that it amends this Purchase Order and is signed by an authorized representative of Buyer.

7. **Inspection and Rejection of Nonconforming Goods.** The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective notwithstanding any payment or prior inspection upon delivery. Seller and its suppliers shall maintain a quality control and inspection program. Seller shall keep and maintain inspection, quality, test and related records, which shall be available to Buyer or Buyer's representative upon Buyer's request. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller and without prejudice to any other right or remedy available to Buyer hereunder or at law, to: (a) suspend payment to Seller; and/or (b) reject the Goods and require replacement of the rejected Goods; (c) return (if applicable) the Goods at Seller's risk and expense and claim full refund of the price already paid for the rejected Goods; and/or (d) accept the Goods at a mutually agreed equitable reduction in price. Acceptance of and/or payment for the Goods by Buyer shall not

release Seller from any of its obligations, representations or warranties hereunder. If any Goods are returned in accordance with this paragraph, Seller will provide Buyer with a return material authorization or replacement Goods within three (3) business days of Buyer's request. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Purchase Order for cause pursuant to Section 20. Seller further agrees to provide Buyer with an analysis of the non-conformity within twenty-four (24) hours and a containment and remediation plan within forty-eight (48) hours and to provide due diligence in obtaining a full analysis. If the Buyer, in its sole discretion, requires a third party to perform containment activities, inspections, testing, sorting and rework in connection with any Goods supplied by Seller, seller shall reimburse Buyer for all such costs incurred. These remedies are in addition to other remedies Buyer may have under these Terms and Conditions or at law. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Purchase Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Seller shall furnish all information required by Buyer or Buyer's representatives.

8. **Price/Taxes/Fees.** The price of the Goods is the price stated in the Purchase Order and is in U.S. Dollars unless stated otherwise (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller shall separately invoice Buyer for any sales, value added, or other taxes or charges that Seller is required by law to pay or collect from Buyer.

9. **Most Favored Customer.** Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Purchase Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Purchase Order without liability pursuant to Section 20.

10. **Payment Terms/Setoff.** Buyer will pay Seller the purchase price in accordance with the payment term set forth in the Purchase Order, or if no payment term is set forth in the Purchase Order, Buyer will pay Seller net 30 days following the later of: (i) receipt of the Goods or acceptance of all of the Services; or (ii) receipt of Seller's valid invoice, unless the invoiced amount is in dispute. Buyer may, at its election, set-off against any amounts Seller owes to Buyer, any amounts Buyer owes to Seller. Buyer may withhold payment for shortages and/or non-conforming Goods or Services. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

11. **Buyer Changes.** By written Purchase Order, Buyer may from time to time direct changes for: (i) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both;

(v) time of performance; and (vii) place of performance. If any such change causes an increase or decrease in the price or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for equitable adjustment within thirty (30) days after the change is Purchase Ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the directed change(s). Changes shall not be binding upon Buyer except when specifically confirmed in a written Purchase Order or Change Order.

12. **Seller Proposed Changes.** Seller shall not substitute other items, revise specifications or change any terms from those specified in this Purchase Order without the prior written consent of Buyer. Seller shall notify the Buyer in writing of any proposed change to the Goods, the specifications or the manufacturing process of the Goods no later than ninety (90) days prior to the shipment date of such Goods. Process changes include but are not limited to a change that incorporates addition, deletion or merging of processing methods, supplier initiated specification changes, change in manufacturing location, change in major equipment (i.e., use of new or modified equipment, machine, tool, jig, etc.), method change in supplier of raw or bulk material, or change in manufacturing methods. Within thirty (30) days upon receipt of such notice, Buyer will provide written acceptance or disallowance of any proposed change. If Buyer disallows the proposed change, Seller shall continue to deliver unchanged Goods and adhere to the manufacturing process of the Goods and/or to perform the services in accordance with the provisions of this Purchase Order.

13. **Intellectual Property/Trademarks.** Any specifications, formula, manufacturing specifications and/or processes, drawings, diagrams, schematics, sketches, models, samples, designs, technical information, marketing information or forecasts, or data, written, oral or otherwise, furnished by Buyer or on Buyer's behalf, are and shall remain Buyer's sole and exclusive property, and shall be returned promptly to Buyer (together with all copies) upon Buyer's request. Seller acknowledges and agrees that Buyer is the exclusive owner of all trademarks and trade names relating to the goods sold by Buyer. If necessary, Seller may use such trademarks and trade names during the term of this Purchase Order for the sole purpose of supplying Goods to Buyer under the Purchase Order. Seller shall acquire no proprietary or other rights with respect to any such trademarks or trade names and shall discontinue all use of such upon the fulfillment of this Purchase Order. Seller shall not use any Buyer intellectual property for its own benefit or for the benefit of any third party and shall not infringe any Buyer intellectual property in any way.

14. **Tools and Equipment.** All tools, dies, molds, patterns, jigs, masks, test specifications and fixtures, adapting and interconnecting mechanisms, and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements, shall remain Buyer's property. Seller shall safely store and maintain such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use such property except in filling this or other Purchase Orders for Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and with Buyer named as loss payee and shall be returned promptly to Buyer or Buyer's designee upon Buyer's request. Seller shall, at its own expense, perform preventative maintenance in a commercially reasonable manner unless otherwise specified.

15. **Food Related Provisions.** Seller represents, warrants and guarantees that Goods which are food related products, including the contents, packaging, and labeling, sold to, constituting or

being a part of any shipment or other delivery now or hereafter made by Seller to Buyer, and their manufacture, branding and sale, will at the time of such shipment or delivery: (a) comply with the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended (the "FFDCA"), including the Food Additives Amendment of 1958 and the Food Allergen Labeling and Consumer Protection Act of 2004, the Federal Insecticide, Fungicide, and Rodenticide Act, the Fair Packaging and Labeling Act, and the Poison Prevention Packaging Act of 1970, (collectively, and as applicable, the "Acts"); (b) the provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002; (c) the registration requirements of the Food Safety Modernization Act (FSMA); and (d) any applicable state food and drug law, the adulteration and misbranding provisions of which are (i) identical with or substantially the same as those found in the Acts, and (ii) are not preempted by the Acts or federal law; (b) be manufactured in accordance with current good manufacturing practices and any specifications for the Goods to be delivered under this Purchase Order and, where applicable, fit for human consumption; and (c) not be articles which may not, under the provisions of Section 404 or 505 of the FFDCA, be introduced into interstate commerce. Seller further represents and warrants that all color additives that Seller sells or delivers to Buyer will be manufactured by Seller and (where color additive regulations require certification) will be from batches certified in accordance with the applicable regulations issued under the FFDCA. If at any time Seller is notified by any state, federal or other governmental entity that Goods sold to Buyer are the subject of any regulatory inquiry or action, Seller will immediately notify Buyer, and, in such event, Buyer may, in its absolute discretion, cancel this Purchase Order.

16. Banned Substances. Seller warrants that no banned substances and no controlled substances over specific concentration thresholds, including but not limited to PFAS, BPAs, BHAs, BHTs, and PFOAs, are used or will be used in the manufacture, processing or packaging of the Goods supplied to Buyer under this Purchase Order. If any reportable substance is used in a manufacturing process or as an ingredient in any part, sourced product, accessory, or packaging (even if the substance is not present in the final form) then the details of the substance's use must be reported to Buyer. Upon request, Seller shall provide to Buyer certificates of compliance certifying that the products, packaging and/or packaging material for the Goods provided under this Purchase Order are in compliance with the requirements set forth above.

17. General Warranties. In addition to any other express or implied warranties, Seller warrants to Buyer that all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples, descriptions and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; (f) be designed, manufactured and delivered in compliance with all applicable laws (including food safety, labor and environmental compliance laws); and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to

Seller and the delivery of repaired or replacement Goods to Buyer.

18. Intellectual Property Warranty. Seller represents and warrants that the Goods delivered hereunder do not infringe any patent, trademark, trade secret, or copyright, or any other proprietary, intellectual property, industrial property, contract, or other right held by any third party and that Seller holds the necessary titles to license to Buyer any intellectual property right for every component of the Products provided to Buyer. Seller shall defend at its own expense any suit or action brought against Buyer based on a claim that Seller's goods infringe on any patent or copyright or other intellectual property right and shall pay all costs and damages awarded therefrom. If use of Seller's goods is enjoined, Seller shall, at its option and own expense, either (a) produce for Buyer the right to continue to use the goods, (b) replace them with a substantially equivalent non-infringing good, or (c) modify the goods so they become non-infringing.

19. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, successors or assigns and each of their respective directors, officers, members, managers, agents, representatives and employees, and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

20. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

21. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including premises, operations, products and contractual liability) in a sum no less than Five Million Dollars (\$5,000,000) per occurrence for personal injury and property damage. Such insurance will be issued by financially sound and reputable insurers acceptable to Buyer. This insurance shall name Buyer as an additional insured under an "Additional Insured-Suppliers" endorsement, shall be primary over any insurance maintained by Buyer, and shall provide that Buyer will be given at least thirty (30) days' prior written notice of any cancellation or reduction in coverage. Upon request by Buyer, Seller shall provide Buyer with a Certificate of Insurance evidencing the coverages herein required. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Purchase Order. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees. Should Seller fail to adhere to the requirements of this Section, Buyer may order any such insurance and charge the cost thereof to Seller, which amount shall be due and payable by Seller upon demand. The indemnity and insurance obligations of Seller shall remain in effect for so long as Seller is supplying any

Products or services to Buyer and, thereafter, for a period equal to any applicable statute of limitations.

22. Compliance with Law. Seller shall comply with all applicable domestic and foreign laws, ordinances, codes, rules, regulations, and Purchase Orders with respect to the Goods and in the performance of any Purchase Order. Seller shall be solely responsible for obtaining, and keeping in effect, all permits, licenses, permissions, authorizations and consents and for making all regulatory declarations and filings required in connection with the manufacture, sale and shipment of the Goods Purchase Ordered hereunder. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Purchase Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Purchase Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Seller shall allow right of access by Buyer or its duly authorized representatives to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work relating to this Purchase Order is being performed, and to all records of Seller or any entity within Seller's supply chain, upon reasonable prior notice, to verify that Seller is in full compliance with the requirements hereof. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and the Buyer's representatives.

23. Anti-Terrorism/Anti-Corruption Laws. Seller represents and warrants that neither Seller nor any of its parents, affiliates, representatives, agents or employees: (i) is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/); (ii) is directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (iii) acts, and none of them will act, directly or indirectly on behalf of the government of any country that is subject to a United States embargo; or (iv) has violated, and none of them will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including without limitation any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"), that is designated by the President or OFAC pursuant to the Trading with the Enemy Act, SO U.S.C. App. § 5, the International Emergency Economic Powers Act, SO U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes. Seller further represents and warrants that, in all actions it or its directors, officers, employees or agents take, on behalf of itself and its directors, officers, employees and agents, neither it nor any of its directors, officers, employees or agents will violate any requirements or restrictions of the United States Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et. seq. or any other applicable anti-corruption laws in each of the jurisdictions in which Seller operates. Specifically, Seller represents and warrants that it will prevent its directors, officers, and employees from offering anything of value to any government official or any official of any state-owned enterprise, whether foreign or domestic, with the corrupt purpose of influencing that official for Seller's business advantage. Seller will take all reasonable steps to require its respective representatives, consultants, agents, subcontractors and employees to comply with such laws prior to engaging or employing any such persons. The foregoing constitutes continuing representations and warranties, Seller will immediately

notify Buyer in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

24. Additional Seller Compliance. The Seller agrees to comply with the following: A) Executive Order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1) through (7) of the "Equal Opportunity Clause" and the "Certification of Non-segregated Facilities", each of which is incorporated herein by reference, B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41 CFR 60-741.4) incorporated herein by reference, C) the Vietnam Era Veterans Readjustment Assistance Act (30 USC §2012) including the applicable parts of the affirmative action clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) incorporated herein by reference, D) Executive Order 13496 "Notification of Employee Rights Under Federal Labor Laws" (29 CFR Part 471, Appendix A to Subpart A) also incorporated herein by reference. If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Seller and G) the Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

25. Termination. Buyer may terminate this Purchase Order, in whole or in part, at any time with or without cause for undelivered Goods. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods: (a) if Seller has not performed or complied with any of these Terms, in whole or in part; (b) if the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of cancellation under (a) or (b) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, such goods or services comparable to the Goods covered by the Purchase Order so terminated, and Seller shall be liable to Buyer for all excess costs of such comparable Goods. Upon termination for cause, Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Goods and raw material, packaging, labels, parts, tools, dies, jigs, fixtures, plans, drawings, services, information and contract rights as Seller has produced or acquired for the performance of this Purchase Order, including the assignment to Buyer of Seller's subcontracts, against Buyer's payments of the portion of the price properly allocable to such Goods. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order. If Buyer terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

26. Limitation of Liability. Nothing in this Purchase Order shall exclude or limit (a) Seller's liability under Sections 15, 16, 17 and

23 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE TO SELLER FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER OF ANY KIND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL BUYER'S LIABILITY TO SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS PURCHASE ORDER EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY BUYER TO SELLER HEREUNDER.

27. **Waiver.** No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Purchase Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

28. **Confidential Information.** All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

29. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Purchase Order for a continuous period of more than thirty (30) business days, Buyer may terminate this Purchase Order immediately by giving written notice to Seller.

30. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written consent of Buyer. Any purported

assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the Purchase Order without Seller's prior written consent.

31. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Purchase Order.

32. **No Third-Party Beneficiaries.** This Purchase Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

33. **Governing Law/Jurisdiction.** All matters arising out of or relating to this Purchase Order shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. Any dispute arising out of or relating to this Purchase Order (including any question regarding its existence, validity or termination) shall be initiated and conducted exclusively in the state or federal court located in the City of Chicago, Illinois, and each party unconditionally and irrevocably submits to the exclusive jurisdiction and venue of such courts. The parties hereby expressly agree that the United Nations Convention on Contracts for the International Sale of goods shall not apply to this Purchase Order.

34. **Cumulative Remedies.** The rights and remedies under this Purchase Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

35. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid and delivery confirmation required), email (with read receipt requested) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

36. **Severability.** If any term or provision of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

37. **Records.** Seller shall keep accurate books of account and records covering all transactions relating to the Goods and this Purchase Order. During the term of this Purchase Order and for a period of twelve (12) months after its expiration or termination, Buyer or its representatives shall have the right, upon reasonable

notice, to examine and photocopy such books and records during normal business hours to determine compliance with this Purchase Order.

38. Subcontractors. Seller will not subcontract any of its obligations without obtaining Buyer's prior written approval. Notwithstanding any approval by Buyer, Seller will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of this Purchase Order.

39. Federal Contractors. During the performance of this Purchase Order, Seller agrees as follows: (i) Seller shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (a) one race or sex is inherently superior to another race or sex; (b) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (c) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (d) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (e) an individual's moral character is necessarily determined by his or her race or sex; (f) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (g) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (h) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to

an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; (i) Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Seller's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (iii) in the event of Seller's noncompliance with the requirements of clauses (i), (ii), and (iv) of this Section 8.4 or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, these Purchase Terms may be canceled, terminated, or suspended in whole or in part and Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order; and (iv) Seller will include the provisions of clauses (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Seller may request the United States to enter into such litigation to protect the interests of the United States.