PURCHASE ORDER TERMS AND CONDITIONS
SpecGx LLC

ACKNOWLEDGE ORDER IMMEDIATELY AND ADVISE OF SHIPPING DATE:

Please enter the order of Buyer for Goods and/or Services specified herein (including any repaired or replacement Goods provided, or any Services re-performed, by Seller thereunder), subject only to the terms, conditions, and instructions included in this Purchase Order ("PO"), and to any additional specifications, drawings, and/or additional Terms referenced herein or attached hereto. Any other terms set forth in Seller's acceptance hereof are hereby rejected by Buyer.

INVOICING INSTRUCTIONS:

- Submit all invoices related to this PO to Generics.APInvoices@mnk.com
- The requestor's name and PO number must be clearly noted on the invoice. Any questions related to this PO should be directed to the order requestor, who is listed on the PO.
- Invoices may be paid by SpecGx LLC, even if an Affiliate of SpecGx LLC is identified as Buyer on the face of the PO.

INTERNATIONAL SHIPMENTS:

- **Add Importer of record as notify party on Airway bill** – SpecGx LLC – Contact information below
- Email the final document pack (list below) to SpecGxTCUS@MNK.com prior to export.

US CONSIGNEE/IMPORTER:
SpecGx LLC
675 James S. McDonnell Blvd, St. Louis,, MO 63042
TAX ID: 81-446315300
Attn: Receiver/ SpecGxTCUS@MNK.com
Ph. +1 314.654.2000

FOR CONTROLLED SUBSTANCE- US CONSIGNEE/IMPORTER:
SpecGx LLC
3600 N 2nd Street, St. Louis, MO 63147
TAX ID: 81-446315300
Attn: Receiver/ SpecGxTCUS@MNK.com
Ph. +1 314.654.2000

REQUIRED ON THE INVOICE:

- If there is a SpecGx/MNK item number, include the number on the invoice.
- The product description should be as clear as possible.
- COO (Country of Origin) - indicate where the product is made on the invoice.
- Value - indicates the actual Commercial Value ALWAYS. Do NOT put $1. If it is free of charge, please indicate "Samples only free of charge; Invoice is for customs clearance only."

DOCUMENTATION LIST: *Must have

- Invoice (Include Country of Origin, Incoterm, Value in USD) *
- Manufacturer Certificate of Origin (**COO**)*
- Air Waybill / Bill of Lading *
- Packing List *
- Certificate of Analysis (**CoA**)*
- SDS – Safety Data Sheet *
- Dangerous Goods Declaration (**DGD**) - if applicable
- United States of Department Agriculture (**USDA** Statement - if applicable
- Toxic Substances Control Act **(TSCA) Certificate** – if applicable
- Free Trade Agreement Certification - when goods are qualified.

For any questions, please contact Specialty Generics Trade Compliance
Email: SpecGxTCUS@MNK.com
T: +1 314.654.2000

TERMS AND CONDITIONS:

1. **ACCEPTANCE**. The PO is an offer by Buyer to purchase the Goods and/or Services (as applicable) from Seller in accordance with and subject to the Terms herein and therein. Seller shall provide Buyer with a written acceptance of each PO within fifteen (15) days following Seller's receipt thereof. Accepted purchase orders issued by Buyer shall constitute the binding obligation of Buyer to purchase Goods and/or Services so ordered and of Seller to deliver to Buyer the Goods and/or Services by the specified delivery. Seller's acceptance of the PO is expressly limited to these Terms. Any invoice, acknowledgment, or other communication issued by Seller in connection with the PO will be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the PO. Any additional or different terms proposed by Seller are expressly rejected and will be deemed a material alteration hereof unless expressly assented to in writing by Buyer. Furthermore, Buyer will not be bound by any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by Seller in connection with the Goods and/or Services or the PO. The PO, together with these Terms and any documents incorporated herein and therein by reference, constitutes the sole and entire agreement of Buyer and Seller with respect to the purchase and sale of the Goods and/or Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to the subject matter of the PO.
2. **DEFINITIONS.** "Affiliate" means, as to a particular person or entity, any person or entity controlling, controlled by, or under common control with such person or entity. "Buyer" means SpecGx LLC, a Par Health company. or any of its Affiliates indicated on any PO. "Goods" means the raw materials, equipment, finished goods, parts, components, articles, or other items covered by a PO, including any work product and other deliverables, if any, delivered in connection with the performance of any Services. "PO" means the purchase order issued by Buyer to Seller to which these Terms are attached. "Services" means the services, work or other performance obligations covered by a PO. "Seller" means the individual or entity providing the Goods and/or Services covered by a PO. "Terms" means these PO Terms and Conditions, which may be amended, altered, or otherwise modified by Buyer at any time, and from time to time, without notice to Seller.
3. **NON-ASSIGNMENT** Seller may not assign the PO or any right or obligation thereunder or hereunder without the prior written consent of Buyer. The PO and these Terms shall be binding upon and inure to the benefit of parties and their respective successors and permitted assigns. Any attempted assignment or transfer in violation of this Section will be void *ab initio*.
4. **SUBCONTRACTING**. Seller should not subcontract or delegate performance of all or any part of the work called for under this PO without the prior written consent of Buyer.
5. **WORK ON BUYER'S PREMISES**. If Seller's performance hereunder involves operations by Seller on Buyer's

premises, Seller shall comply with all applicable provisions of federal, state, and local laws and regulations, as well as Buyer's work and safety rules, and shall take all necessary precautions to prevent the occurrence of any injury to persons or property during such performance.

6. **NON-WAIVER**. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the PO will operate or be construed as a waiver thereof. A waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will 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. Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms. The only official version of the PO, and all communications related to the PO, shall be in the English language.
7. **GOVERNING LAW**. The contract resulting from acceptance of this PO by Seller shall be construed under the laws of the State of New York, U.S.A., without regard to its provisions governing conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Convention on the Limitation Period for the International Sale of Goods shall not apply and are hereby expressly excluded.
8. **RELEASES**. This PO may be used as a purchase release against a previously signed written contract between Seller and Buyer. In such event, the Terms contained in any such previously signed written contract between the parties shall prevail if inconsistent with the Terms of this PO unless otherwise agreed upon in writing by both parties.
9. **CONFIDENTIALITY**. Any confidential information including, without limitation, specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, data, written, oral, or otherwise (all herein after designated "**information**") furnished to Seller hereunder or in contemplation hereof shall remain Buyer's property. All copies of such information in written, graphic, or other tangible form shall be immediately returned to Buyer without cost upon its request. The information shall be kept confidential by Seller, shall be used only in the filling of Buyer's orders, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing, except that Seller shall not be obligated to keep confidential and not use any information which was known to it prior to disclosure by Buyer, is known or becomes known in the public domain through no fault of Seller, or is disclosed to Seller by a third party as of right. No information furnished by Seller to Buyer hereunder or in contemplation hereof shall be considered by Seller to be confidential or proprietary unless specifically agreed to in writing by Buyer. Further, Seller shall not release to third parties any advertising, photographs, or other like information concerning this PO without Buyer's prior written consent.
10. **CANCELLATION**. Buyer reserves the right to cancel this PO for any reason at any time; provided, however, that in the event such cancellation is solely for Buyer's convenience and is not due to any default of Seller, Buyer agrees to pay, and Seller agrees to accept as a full and final settlement under this PO, a sum equal to the costs Seller has incurred and can substantiate through the date of cancellation for special components, labor, and overhead, and which Seller cannot reasonably use elsewhere, plus a profit to be determined by applying Seller's calculated percent of profit for the PO to the aforesaid costs. All components for which Buyer is obligated to pay pursuant to this paragraph shall become Buyer's property and are to be delivered promptly to Buyer by Seller. For clarification, the following shall constitute reasons that Buyer may cancel this PO for Seller's default: (a) Seller does not make deliveries as specified, (b) Seller's lack of progress endangers timely performance, (c) Seller breaches any term or condition of this PO, (d) Buyer's business purpose is substantially frustrated, or (e) Seller becomes insolvent or any insolvency proceeding is filed by or against Seller.
11. **INSPECTION**. At its election, Buyer may inspect the Goods on this PO at Seller's plant. Approval of the Goods by Buyer at Seller's plant shall not constitute acceptance thereof. The sole purpose of such field inspection is to attempt to discover unsatisfactory details before they result in delays or the necessity for repairs.
12. **PRICE; MOST FAVORED CUSTOMER**. The price of the Goods and/or Services ("Price") to be paid by Buyer shall be no greater than the price stated in this PO. Buyer shall have no liability to pay for Goods delivered in excess of quantities specified by Buyer. No invoices shall be payable unless Goods or Services have been received and accepted by Buyer. If no Price is specified in the PO, the Price will be the lesser of (i) the price set forth in the Seller's published price list in force as of the date of the PO, or (ii) the price last quoted or billed by the Seller at the prevailing market price. The Price is not subject to increase for the duration of the PO and no increase in Price shall be effective without Buyer's prior written consent. Seller represents, warrants, certifies, and covenants that it is selling Goods and/or Services at the lowest Prices and upon the most favorable terms (including, without limitation, volume, quality, and/or payment terms) that it offers to any buyer for goods or services of the same or similar quality as provided under the PO. If Seller reduces its prices for such Goods or Services prior to accepting the PO or during the term of the PO, Seller agrees to reduce the Prices charged to Buyer accordingly. Seller warrants that the Price of Goods and/or Services is complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing, and crating. No additional charges will be added to the Price.
13. **QUANITITY.** The quantity of Goods set forth in the PO must be delivered in full and not be changed without Buyer's prior written consent. If Seller delivers more or less than the quantity of Goods ordered, Buyer may, in its sole discretion, accept or reject all or any portion of the Goods. Any rejected Goods will be returned to Seller at Seller's risk and sole cost and expense. If Buyer accepts the delivery

of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis. The PO is a non-exclusive agreement. Buyer is free to engage any third party to provide the same or similar goods or services to be provided under the PO. Buyer is not obligated to any minimum purchase or future purchase obligations under the PO.

14. **PAYMENT TERMS; SET-OFF**. Seller shall not issue an invoice to Buyer prior to delivery of Goods and/or completion of Services and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars. Buyer will pay all properly invoiced amounts due to Seller in accordance with the payment terms specified in the PO. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Seller within seventy-five (75) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer will deliver a written statement to Seller listing all disputed items. The parties will seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the PO notwithstanding any such payment dispute. Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its Affiliates to Buyer or any of its Affiliates.
15. **LOT; PACKAGING**. Goods must be from one manufacturer lot unless the Buyer agrees otherwise in advance in writing. Each container and either the packing slip or bill of lading must bear the manufacturer's lot mark or other information that identifies the material's origin. All Goods covered by the PO must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged or unadulterated condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at the Seller's sole cost and expense.
16. **DELIVERY**. Seller will deliver the Goods and/or perform the Services on the date(s) specified in the PO (the "Delivery Date") or the agreed-upon date in the order confirmation. If no Delivery Date is specified, the Seller will deliver the Goods and/or Services within thirty (30) days of Seller's receipt of the PO (which date will be the Delivery Date). Delivery Dates are firm, and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Buyer has no obligation to accept deliveries that are not made on the Delivery Date. If Seller fails to meet the Delivery Date, Buyer may terminate the PO by providing written notice to Seller or procure replacement Goods and/or Services and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure. All Goods will be delivered to, and all Services will be performed at, the address specified in the PO (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. All deliveries shall be prepaid to destination and no charge shall be made by Seller for transportation or storage unless agreed to by Buyer. Packing slips shall accompany each shipment.
17. **SHIPPING TERMS.** Delivery of the Goods covered by the PO will be made in accordance with the delivery and shipping terms specified in the PO. If no shipping terms are specified, all deliveries of Goods DAP Delivery Location (Incoterms 2020). Seller shall not charge Buyer for any transportation or storage costs. When Goods are delivered to a carrier for transportation, Seller will give prompt written notice to Buyer and provide Buyer all documents necessary to release the Goods to Buyer. A "PO Number" indicated in the PO must appear on all applicable shipping documents, shipping labels, bills of lading, airwaybills, invoices, correspondence, and any other documents pertaining to the PO.
18. **TITLE; RISK OF LOSS**. Title to the Goods covered by the PO will transfer to Buyer upon delivery of the Goods to the Delivery Location under DAP Incoterms. Delivery of the Goods is not complete until such Goods have actually been received and accepted by Buyer. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location and acceptance of the Good by Buyer. Breakage or damage shall be Seller's responsibility. Risk of loss shall remain with Seller until Buyer actually receives and accepts the Goods as provided under Section.
19. **WARRANTY**.
    19.1 With respect to all Goods to be delivered under the PO, Seller warrants to Buyer that all Goods will: (i) be merchantable; (ii) be free from any defects, latent or patent, in workmanship, materials and design; (iii) be manufactured, packaged, labeled, handled, shipped and stored by Seller or its agents in a good and workman-like manner consistent with industry standards and in strict accordance with all applicable specifications, drawings, designs, samples and other requirements specified in the PO or by Buyer; (iv) manufactured, produced, labeled, furnished, and delivered to Buyer in full and complete compliance with all applicable laws and regulations, including those relating to forced and child labor; (v) be fit, safe and effective for their intended uses and purposes, and operate as intended; (vi) be free and clear of all liens, security interests or other encumbrances; and (vii) not infringe or misappropriate any patents, trademarks or copyrights or any other intellectual property rights of any third party. Seller will ensure its suppliers manufacture or procure all materials, ingredients, or components provided to Seller in compliance with all applicable laws and regulations, including those related to forced and child labor and Seller will require its suppliers to provide evidence of compliance with all applicable laws as soon as possible after Buyer's request. With respect to all Services to be performed under the PO, Seller warrants to Buyer that: (i) Seller will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all specifications provided by Buyer; (ii) Seller will devote adequate resources to meet its obligations under the PO; (iii) Services will be provided in compliance with all applicable laws and regulations, including those relating to forced and child labor; and (iv) Seller's performance of the Services will

not infringe or misappropriate any patents, trademarks or copyrights or any other intellectual property rights of any third party.

19.2 Seller further warrants to Buyer that: (i) Seller's acceptance of, or performance under, the PO does not violate any other obligations of Seller to any third party; (ii) Seller has the full legal right to provide all Goods and/or Services, and there is no pending or threatened claim, litigation or proceeding against Seller with respect to any Goods and/or Services, or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any third party; and (iii) Seller shall obtain and maintain all permits, licenses, and consents required in connection with its performance under the PO.

19.3 All warranties set forth in these Terms will remain in effect for a period of one (1) year from the date of acceptance of the Goods and/or Services (as applicable) by Buyer and will not be deemed waived by reason of Buyer's receipt, inspection, acceptance of, or by payment for, the Goods and/or Services. The warranties expressed in these Terms are in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity (collectively, the "Warranties"). It is the intent of Buyer and Seller that if any Warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from the PO. If Buyer requests, Seller will provide all information, documents, and certifications that Buyer reasonably requires to evidence Seller's compliance with Seller's warranties detailed herein as soon as possible after Buyer's request.

19.4 All Warranties shall run to Buyer, its customers, and subsequent owners of the Goods and/or Services to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. Notice of breach of Warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by Buyer as the basis for breach. All Warranties will be construed as conditions as well as promises. Any applicable statute of limitations shall run from the date of Buyer's discovery of the noncompliance of the Goods and/or Services with the foregoing Warranties. For Buyer to assess Seller's performance under the terms and conditions herein, including Seller's compliance with respect to specifications, warranties, and certifications, Buyer or its designated representative(s) have the right, with reasonable notice to Seller, to access and audit Seller's facilities, books, records, goods, and services related to the Seller's compliance with the terms herein. The costs of any audit will be paid by Buyer unless the audit reveals nonconformance by the Seller, in which case, Seller will promptly reimburse Buyer for the reasonable costs of the audit within thirty (30) days after Buyer demands reimbursement.

20. NOTICE OF DIFFICULTY. Seller shall promptly advise Buyer of any known or anticipated labor difficulty or of any pending labor contract negotiations at Seller's or any of its supplier's plants.

21. TERMINATION. Buyer may, by written notice to Seller, terminate all or any portion of the PO: (i) for convenience; (ii) if Seller fails to complete or deliver any part thereof when required; or (iii) if Seller is in breach of any term of the PO or these Terms, including, without limitation, any of the Warranties set forth in Section 21. If Buyer terminates the PO for convenience, Buyer will pay Seller for the cost of materials and labor incurred (and not otherwise mitigated) on ordered Goods and/or Services prior to the date of termination, provided that Seller takes all steps reasonably necessary to mitigate such costs.

22. INDEMNIFICATION AND WAIVER. Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and their respective directors, officers, employees third-party and agents, from and against any and all third party or Government claims, demands, causes of action, losses, damages, direct and indirect costs and expenses, duties, fees, product seizure, or other liability (including costs of product recall), including reasonable attorneys' fees, arising out of or resulting in any way from: (i) Seller's manufacture and/or supply of Goods to Buyer; (ii) Seller's performance of Services; (iii) any defect in or recall of the Goods; (iv) the negligence or willful misconduct of Seller, its agents or employees; (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits; (vi) Seller's breach of any representation, warranty, covenant or other obligation hereunder; and (vii) the infringement of any third party patent, trademark, copyright or other proprietary rights with respect to (A) Services performed by Seller, and/or (B) Goods supplied by Seller (including, without limitation, with respect to Seller's manufacture and/or Buyer's use or possession thereof). Seller's obligation to indemnify will survive the expiration or termination of the PO by either party for any reason. If the manufacture, sale, or use of the Goods or Services is likely to be held to infringe any such rights, then Seller shall, at its expense, either procure for Buyer, its customers and uses, the right to continue using or selling the Goods or Services or replace them with the non-infringing Goods or Services. Seller waives and releases Buyer from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph, the term "Buyer" shall mean Buyer, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions, and Affiliates.

23. LEIN WAIVER. Seller agrees to indemnify and hold harmless Buyer against any and all liens and encumbrances (arising out of or in connection with the performance of this PO) and to keep Buyer's premises free from all such liens and encumbrances.

24. INSURANCE. Seller shall furnish, per appropriate Incoterm (2020) or upon Buyer's request, insurance certificates satisfactory to Buyer showing that Seller has adequate worker's compensation, commercial general liability, motor vehicle liability, property liability, and property damage insurance coverage. The purchase of such insurance shall not satisfy, modify, or limit Seller's obligations or liability hereunder.

25. **INSPECTION; REJECTIONS**. All Goods and Services are subject to Buyer's right of inspection and rejection on or after the Delivery Date. Buyer, in its sole discretion, may inspect all or a sample of the Goods and/or Services, and may reject all or any portion of the Goods and/or Services if it determines the Goods and/or Services are defective or otherwise do not conform to the descriptions or specifications delivered in connection with the PO or otherwise communicated to Seller in writing. If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, in its sole discretion, effective upon written notice to Seller, to: (i) terminate all or any portion of the PO; (ii) accept the defective or non-conforming Goods and/or Services (as applicable) at a reduced price; (iii) reject the defective or non-conforming Goods and/or Services and require the replacement or re-performance thereof; or (iv) reject the defective or non-conforming Goods and/or Services and require a refund of the price thereof and any other related costs incurred by Buyer. If Buyer requires replacement or re-performance of non-conforming Goods and/or Services, Seller will, at its sole cost and expense, promptly replace or re-perform the non-conforming Goods and/or Services and pay for all related costs and expenses, including, without limitation, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods or re-perform Services, Buyer may replace the non-conforming Goods and/or Services with goods and/or services from a third party and charge Seller the cost thereof and terminate the PO for cause. Any inspection or other action by Buyer will not reduce or otherwise affect Seller's obligations under the PO, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. Acceptance of Goods and/or Services by Buyer will not occur unless and until: (i) with respect to Goods installed by Seller, any acceptance tests or programs described in the PO or attachments thereto are completed to Buyer's satisfaction, as evidenced by an acceptance certificate signed by Buyer; (ii) with respect to Goods not installed by Seller, Buyer has not notified Seller, within thirty (30) days following receipt of the Goods by Buyer, that Goods are defective or otherwise do not conform to Buyer's specifications; or (iii) with respect to any Services performed by Seller, such Services are completed to Buyer's satisfaction.
26. **BUYER'S MATERIALS; SELLER'S TOOLING.** All of Buyer's tooling, equipment, materials, goods and other property ("Buyer's Materials") necessary for Seller to provide the Goods and/or Services shall remain the sole and exclusive property of Buyer and shall (i) be held by Seller as bailee for hire for use only in fulfilling the requirements of the PO, (ii) be kept separate and clearly identified by Seller as the property of Buyer, and (iii) be fully insured by Seller. Seller waives and releases Buyer from any and all claims for injury or damage to Seller arising out of or in connection with the use of Buyer's Materials. Seller at its own expense shall furnish, keep in good condition, insure, and replace, when necessary, all tooling, equipment, materials, goods, and other property ("Seller's Tooling") necessary for Seller to fulfill the requirement of the PO. If Seller uses special tooling or other material relating principally to the PO, Buyer may, in its sole discretion, purchase from Seller, and take title to and possession of, such special tooling or material for its unamortized cost.
27. **DRAWINGS; SPECIFICATIONS**. Buyer's review and approval of drawings submitted by Seller will be for and will cover only general conformance to the specifications. Such approval will not constitute approval of any dimensions, quantities, or details of the material shown by such drawings, and shall not relieve Seller of its responsibility for meeting all specifications hereof. To the extent Buyer furnishes specifications, draws, samples or other descriptions for Goods and/or Services (collectively, "Specifications") to Seller, or Seller furnishes Specifications to Buyer, Buyer reserves the right at any time to make changes or modifications, in its sole discretion, to such Specifications for Goods and/or Services covered by the PO. Any difference in Price or time for performance resulting from such change or modification to the Specifications shall be equitably adjusted and approved by Buyer in writing. All Specifications furnished by the Seller are subject to Buyer's prior written approval.
28. **GOVERNMENT REGULATIONS**.

28**.1** Seller certifies, represents, and warrants that Seller and its suppliers shall: (a) comply with all federal, state, and local laws and regulations applicable to its operations, including, without limitation, those dealing with employment opportunity, affirmative action, prohibitions against the use of forced and child labor, and the parties hereby incorporate by reference and shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as applicable, which **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 or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability**; (b) comply with all federal, state and local laws and regulations applicable to the manufacture, packaging, labeling, handling, shipping and storage of Goods, including, without limitation, current good manufacturing practices promulgated by the U.S. Food and Drug Administration; (c) comply with all federal, state, and local laws and regulations related to the pollution or protection of the environment or human health and safety, including, without limitation, 15 U.S.C. § 2601 (the U.S. Toxic Substances Control Act of 1976, as amended); (d) comply with all federal, state, local, and other applicable laws, regulations, conventions, or treaties prohibiting any form of child labor or other exploitation of children in the manufacturing and delivery of the Goods and/or Services; (e) comply with all import/export laws and restrictions and regulations of the U.S. Department of State, Department of Commerce or any other U.S. or foreign agency or authority; (f) comply with the U.S. Foreign Corrupt Practices Act and any applicable local anti-bribery and corruption laws; (g) comply with 29 U.S.C. § 651 (the Occupational Safety and Health Act of 1970) and any applicable requirements promulgated by the U.S.

Occupational Safety and Health Administration; (h) certify that the Goods will at no time contain any "conflict minerals" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other mineral or derivatives thereof determined by the U.S. Department of State to be financing conflict in the Democratic Republic of Congo; (i) certify that neither it nor its principals were or are debarred, suspended, or proposed for debarment by the U.S. government in accordance with the provisions of 52.209-6; (j) that it is compliant with the UK Modern Slavery Act 2015 and other similar requirements restricting forced and child labor, including those enforced by U.S. Customs and Border Protection. Seller will similarly require its suppliers to comply with all such applicable laws restricting the use of forced and child labor and Seller must furnish information that Buyer reasonably requests to support its representations under this subsection, including written certification.

28.2 Seller represents and certifies, through its order confirmation or other correspondence prior to award, that it has complied with the filing requirements in 52.222-22, *Previous Contracts and Compliance Reports*, and will send Buyer an executed copy of such representation on at least an annual basis. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements. If Seller's status changes with respect to any of the provisions of this Section 17, Seller shall provide Buyer notice of any such change.

28.3 To the extent the Purchaser Order constitutes a subcontract under an agreement between Buyer and the U.S. Government, Seller certifies, represents, and warrants that it is a commercial item subcontractor under FAR Part 12 and that it shall comply with the FAR clauses listed below in section 17.3, which are incorporated herein by reference (to the extent each is applicable to this PO, based on FAR 52.244-6). The following clauses are incorporated as they appear in the FAR, except that the term "contractor" generally shall mean "Seller," and "Government" shall mean "Buyer." In some instances, it will be clear from the context that certain additional modifications in the language of the clauses are necessary for the clauses to operate under this PO, and those additional modifications are to be inferred from the context. In all instances, it is the intent of the parties to flow down requirements to the Seller relating to the scope of the work under this PO as required in order for Buyer to comply with its obligations and duties under its prime contract with the U.S. Government. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated into the pertinent prime contract, the date or substance of the clause incorporated into the prime contract shall apply instead. 52.203-13, *Contractor Code of Business Ethics and Conduct (OCT 2015)*; 52.203-15, Whistleblower *Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)*; 52.203-19, *Prohibition on Requiring Certain Confidentiality Agreements or Statement (JAN 2017)*; 52.204-23, *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)*; 52.219-8, *Utilization of Small Business Concerns (OCT 2014)*; 52.222-21, *Prohibition of Segregated Facilities (APR 2015)*; 52.222-26, *Equal Opportunity (SEP 2016)*; 52.222-35, *Equal Opportunity for Veterans (JUL 2014)*; 52.222-36, *Equal Opportunity for Workers with Disabilities (JUL 2014)*; 52.222-37, *Employment Reports on Veterans (FEB 2016)*; 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)*; 52.222-50, *Combating Trafficking in Persons* or *Alternate I (MAR 2015)*; 52.222-55, *Minimum Wages under Executive Order 13658 (DEC 2015)*; 52.224-3, *Privacy Training or Alternate I (JAN 2017)*; 52.222-62, *Paid Sick Leave Under Executive Order 13706 (JAN 2017)*; 52.232-40, *Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)*; 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)*; 252.247-7023, *Transportation of Supplies by Sea (APR 2014); 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)*.

28.4 Seller shall, and shall cause all of its employees, representatives, agents, contractors and consultants who provide services in connection with this Agreement to, comply with all applicable laws, government regulations, rules and orders affecting or relating to the purchase, storage, handling, registration, distribution and sale of the products, including, without limitation and if and as applicable, the regulations of the United States Drug Enforcement Administration ("DEA") related to Suspicious Order Monitoring ("SOM"). Seller shall be liable hereunder for any breach of this Section by any such employee, representative, agent, contractor or consultant. Upon no less than thirty (30) days' prior written notice from Buyer, Seller shall allow Buyer to audit Seller's relevant books, records and facilities to confirm Seller's compliance with this paragraph. If such audit reveals that Seller has breached such obligations, Buyer may, notwithstanding any other provision herein to the contrary, terminate this Agreement effective upon written notice to Seller. Seller shall inform Buyer promptly upon becoming aware: (a) that the product, or its sale, storage or transportation fails in any way to comply with all applicable laws, or (b) of any pending, current and/or future laws, regulations or ministerial decisions that may adversely affect the sale of the product.

29. FORCE MAJEURE. Neither party will be liable to the other party for any delay or failure in performing its obligations under the PO (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, without limitation, acts of God or the public enemy, fire, quota availability, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes, or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events. The party affected by a Force Majeure Event shall give prompt written notice to the other party of such cause and shall take all reasonable steps necessary to relieve the effect of such causes as rapidly as possible. If a Force Majeure Event prevents the Seller from carrying out its obligations under the PO for a continuous period of thirty (30) days or

more, Buyer may terminate the PO immediately by giving written notice to the Seller.

30. **REMEDIES**. Seller shall be liable for all damages, direct and indirect, including, without limitation, incidental and consequential damages. A buyer's rights and remedies shall survive acceptance or payment and shall be in addition to those provided in law or at equity. BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
31. **GENERAL.**
    - **31.1** Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.
    - **31.2** Nothing contained in the PO or in these Terms is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall have any right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.
    - **31.3** All notices or other communications required or permitted to be given under the PO or these Terms shall be deemed to have been duly given when personally received by the intended recipient or (i) when delivered by nationally recognized overnight courier (with confirmation of receipt), (ii) when delivered by e-mail (with confirmation of receipt), or (iii) three (3) business days after having been mailed by first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address indicated on the PO or such other address as any party may in the future specify in writing to the other party.
    - **31.4** No change to these Terms is binding upon Buyer unless it is in writing, specifically stating that it amends these Terms and is signed by an authorized representative of Buyer.