



Terms and Conditions

1. Definitions. “Terms” means the terms and conditions contained herein that govern the purchase of the Goods by Sintavia from the Vendor. “PO” means a purchase order or other document issued by Sintavia to initiate a purchase from the Vendor for Goods, or any other items to be procured. “Vendor” means the supplier, seller, or contractor identified on the issued and applicable PO. “Sintavia” refers to Sintavia, LLC, acting as a purchaser of the Goods through the issuance of a PO. “Goods” means the goods or services that are requested from the Vendor by Sintavia. “Fulfillment” shall have the meaning in Section 2. “PO Terms” shall have the meaning in Section 4.

2. Applicability. The applicable PO and these Terms comprise the entire agreement between Sintavia and the Vendor, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of the Vendor’s general terms and conditions of sale. Upon Fulfillment, the Vendor accepts these Terms and any terms in the applicable PO. “Fulfillment” means that the Vendor: (a) communicates acceptance of the PO to Sintavia; (b) performs any action under the PO; or (c) does not communicate refusal of the PO within 14 days.

3. Right of Access. The right of access by Sintavia, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the PO, Goods and to all applicable records will be identified and documented on the PO.

4. Shipment and Delivery. The Vendor agrees to deliver the Goods according to the terms and conditions set forth in the PO (the “PO Terms”). The risk of loss, damage, and non-conformity of product remain with the Vendor until the time of acceptance by Sintavia at the delivery location.

5. Remedies. All Goods shall be accepted/rejected based upon Sintavia standard procedures and in Sintavia's absolute and sole discretion. Sintavia maintains the right to inspect any Goods, including inspection at any Vendor’s site. Upon Sintavia’s discovery of any non-conformity of any Goods, Sintavia shall notify the Vendor of such non-

conformity and its desired remedy, which include, but are not limited to: (a) return of any or all of the Goods, at the Vendor’s sole risk and cost, for re-work, repair, replacement, or any other means acceptable to Sintavia which rectifies the non-conformity; (b) return of any or all of the Goods to the Vendor and cancellation of the corresponding PO and prompt reimbursement of payments (if any) made by Sintavia to the Vendor; (c) acceptance of the Goods by Sintavia “as is” and at a reasonably reduced price acceptable to Sintavia.

6. Notification of Non-Conformity. In the event that the Vendor becomes aware of its inability, for any or no reason, to fulfill any part of the PO Terms, the Vendor shall promptly notify Sintavia, and Sintavia may, in its sole discretion, (a) terminate the corresponding PO; (b) establish new terms and conditions to govern the performance or delivery of the Goods; or (c) take any other action or seek any other remedy available to it under applicable law.

7. Warranties. The Vendor warrants that, in performing its obligations under these Terms and the PO, it has at all times complied with all applicable law, regulations and ordinances, including but not limited to the laws of the State of Florida. The Vendor shall, and shall cause its employees and independent contractors to, adhere to these Terms and the PO Terms. The Vendor further warrants to Sintavia that for a period of twelve (12) months from the date of delivery, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to and in compliance with applicable specifications, drawings and performance requirements; (c) be fit and suitable for their intended purpose, whether expressed or reasonably implied, and operate as intended; (d) be merchantable; (e) be new (unless specifically agreed to in writing) and authentic; (f) be free and clear of all liens, security interests or other encumbrances and have good title; and g) not infringe or misappropriate any third party’s patent or other intellectual property rights. Vendor warrants to Sintavia that any services or technical data provided by Vendor have been performed or prepared in a professional and workmanlike manner and according to the best industry standards and practices, are suitable for the purposes intended whether expressed or implied, and are in compliance with all



applicable specifications and performance requirements. These warranties survive any delivery, inspection, acceptance and/or payment of or for the Goods or services by Sintavia. The Vendor warrants that it shall use personnel of required skill, experience and qualifications in accordance with generally recognized industry standards for similar Goods and shall devote adequate resources for fulfilling its obligations under the PO and the Terms. The warranties contained in this Section 7 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Sintavia's discovery of the noncompliance of the Goods with the foregoing warranties. If Sintavia gives the Vendor notice of noncompliance, the Vendor shall, at its own cost and expense, promptly (a) 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 the Vendor and the delivery of repaired or replacement Goods to Sintavia, and/or (b) repair or re-perform the applicable services.

8. Prices, Invoices, and Payment. Unless otherwise agreed upon, the prices listed for corresponding Goods on a PO are final, and payment is due within 30 days of receipt of an invoice. If no price is noted on the PO, the Vendor shall, prior to commencing any work related to a PO, supply a breakdown of costs to Sintavia for its approval.

9. Termination and Revision. Sintavia may terminate or modify any PO at any time until the corresponding Goods have been accepted or performed (as determined by Sintavia in its sole discretion), as the case may be.

10. Indemnification. The Vendor shall defend, indemnify and hold harmless Sintavia and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (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 Goods purchased from the Vendor or the Vendor's negligence, willful

misconduct or breach of the Terms or the PO Terms. The Vendor shall, at its expense, defend, indemnify and hold harmless Sintavia and any Indemnitee against any and all Losses arising out of or in connection with any claim that Sintavia's or any 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 the Vendor enter into any settlement without Sintavia's or Indemnitee's prior written consent.

11. Retention of Records. The Vendor agrees to maintain records of conformance regarding PO Terms and production of Goods for a period of no less than 5 years after completion. At any time Sintavia has the right to request access to any applicable records as well as all facilities affecting the supply chain involving any PO or any Goods.

12. Compliance with Laws. In addition to the Vendor's compliance with laws as set forth in Section 7, the Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms or the PO Terms. The Vendor shall comply with all export and import laws of all countries involved in the sale of the Goods or any resale of the Goods by the Vendor. The Vendor assumes all responsibility for shipments of any Goods requiring any government import clearance.

13. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms 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.

14. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.



15. Waiver. No waiver by Sintavia of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Sintavia. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. External Providers Should Vendor ascertain that Goods or any part(s) thereof are non-conforming subsequent to shipment to Sintavia, SUPPLIER IS REQUIRED TO NOTIFY Sintavia IMMEDIATELY, referencing the specific PO #, part #, quantity, serial #'s and the specific non-conformance(s). Vendor shall inform its external providers of, and ensure compliance with, applicable requirements including requirements of Sintavia under the Terms and the PO Terms. The Vendor shall notify Sintavia of changes to processes, products, services, quality manuals or procedures, including changes of its external providers or location of manufacture, and any such changes shall require Sintavia's approval.

Vendor is to ensure that its personnel and the personnel of its external providers are aware of their contributions to Goods or service conformity, their contribution to product safety, and the importance of ethical behavior.

17. Counterfeit Parts For the purpose of this Section, counterfeit parts/work are defined as parts/work that have been altered to resemble authentic parts/work with the intent to deliberately mislead, misrepresent or defraud. Vendor shall not deliver counterfeit parts/work to Sintavia as part of the Goods or services under the PO.

Vendor shall immediately notify Sintavia if Vendor becomes aware of or suspects that it has furnished counterfeit parts/work, provided test specimens for design approval, inspection/verification, investigation, or auditing to Sintavia, and shall assist Sintavia in determining the extent and resolution of the matter, up to and including any and all expenses required to replace the counterfeit parts/work and the establishment of new policies and procedures to prevent recurrence.

18. CONFLICT MINERALS Vendor must comply with 15 USC § 78m(p) and U.S. Security and Exchange Commission (SEC) Conflict Mineral Rule 13p-1, if any conflict minerals are included in any Goods delivered under a PO. Vendor must provide the SEC Conflict Mineral Rule to, and ensure compliance of, all of its suppliers that furnish any articles that include conflict minerals in any Goods sold or furnished to Sintavia and/or its customers.

Upon Fulfillment, Vendor certifies compliance with the SEC Conflict Mineral Rule.

19. EXPORT REQUIREMENTS If Vendor has received technical data, manufacturing drawings, specifications, software, or similar type items from Sintavia, it is the responsibility of Vendor to ensure compliance with all U.S. export laws and regulations. These laws include, but are not limited to: (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (ITAR), and (b) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (EAR). No technical data, manufacturing drawings, specifications, software or similar type items shall be transferred, disclosed or exported to "Foreign Persons", as defined in the above stated laws and regulations, without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required. In the event that Vendor is unable to comply with the U.S. export laws and regulations as listed above, prior written authorization of Sintavia must be obtained by Vendor if Vendor intends to transfer, disclose or export any technical data, manufacturing drawings, specifications, software or similar type items to any "Foreign Persons" as defined in the above stated laws and regulations. Vendor agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.