



## **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.

**2. Applicability.** The applicable PO and these Terms comprise the entire agreement between the 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 the organization, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records will be identified and documented on the Purchase Order.

**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 applicable specifications; (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; and (f) 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 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.