



Terms and Conditions

1. **Definitions; Interpretation.** (a) “Terms” means the terms and conditions contained herein that govern the purchase of the Goods by Sintavia from Vendor. “PO” means a purchase order or other document issued by Sintavia to initiate a purchase from Vendor for Goods. “Vendor” means the supplier, seller, or contractor identified on the issued and applicable PO together with its affiliates. “Sintavia” refers to Sintavia, LLC or any affiliate of Sintavia, LLC, including QC Laboratories, Inc., acting as a purchaser of the Goods through the issuance of a PO. “Goods” means (i) the goods or (ii) the goods and related services, in each case, that are requested from Vendor by Sintavia. “Laws” means laws, regulations and ordinances. “Fulfillment” and “PO Terms” shall have the meanings set forth in Section 2. “FTA” shall have the meaning set forth in Section 4. “Subcontractor” shall have the meaning set forth in Section 6. “Intellectual Property,” “Background IP” and “Foreground IP” shall have the meaning set forth in Section 8. “Sintavia Property” shall have the meaning set forth in Section 9. “Confidential Information” shall have the meaning set forth in Section 12. “Losses” and “Indemnities” shall have the meaning set forth in Section 14. “RoHS Directives” shall have the meaning set forth in Section 16. “Florida Court” shall have the meaning set forth in Section 18. “Required Vendor Insurance Policies” shall have the meaning set forth in Section 26. “Items” shall have the meaning set forth in Section 29.

(b) For purposes of these Terms: (i) the word “or” is not exclusive; (ii) the words “herein,” “hereto” and “hereunder” refer to these Terms as a whole; and (iii) words denoting the singular have a comparable meaning when used in the plural, and vice versa. Unless the context otherwise requires, references in these Terms to: (w) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (x) “Section” means a section of these Terms; (y) an agreement, PO or other document means such agreement, PO or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) a Law means such Law as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Headings as used herein are for convenience only, and shall not be construed as defining the scope or meaning of any provisions.

2. **Applicability.** (a) The applicable PO together with any specifications, drawings, or other

documents referred to on the face of the PO, or attached, or any documents incorporated by reference, and these Terms comprise the entire agreement between Sintavia and 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 Vendor’s general terms and conditions of sale. Sintavia rejects any additional or inconsistent terms and conditions offered by Vendor at any time. Any reference to Vendor’s quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used herein. No change to or modification of a PO will be binding upon Sintavia unless in writing, specifically identifying that it amends the PO, and signed, or approved electronically, by an authorized procurement representative of Sintavia. If Vendor becomes aware of any ambiguities, issues or discrepancies between a PO and any specification, design, or other technical requirement applicable to a PO, Vendor will immediately submit the matter to Sintavia for resolution.

(b) Upon Fulfillment, Vendor accepts these Terms and any terms and conditions set forth in the applicable PO (the “PO Terms”). “Fulfillment” means that Vendor: (i) communicates acceptance of the PO to Sintavia; (ii) performs any action under the PO; or (iii) does not communicate refusal of the PO within fourteen (14) calendar days of Vendor’s receipt of the PO. In the event of a conflict between these Terms and the PO Terms, the PO Terms shall prevail.

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.** (a) Vendor agrees to deliver the Goods according to the PO Terms. Sintavia may direct Vendor to ship or otherwise provide the Goods to Sintavia or to any third party designated by Sintavia. If delivery dates are not stated in the PO Terms, Vendor will offer its best delivery dates, which will be subject to acceptance or rejection by Sintavia. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as



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appropriate. The risk of loss, damage and non-conformity of Goods remain with Vendor until the time of acceptance by Sintavia at the delivery location, and Sintavia will not be liable for any discharge, spill or other environmental incident or condition (including clean-up costs) involving any Goods shipped under the PO until received by Sintavia.
TIME IS OF THE ESSENCE.

(b) If the delivery schedule is threatened for any reason other than Sintavia's fault, Vendor will, at its sole expense, deliver all Goods by the most expeditious shipping method required to fulfill the PO delivery requirements. Sintavia reserves the right to reject, at no expense to Sintavia, all or any part of any delivery that varies from the quantity authorized by Sintavia for shipment. Sintavia reserves the right to pursue additional remedies caused by late delivery, including (i) incremental freight expenses incurred by Sintavia for shipments of Goods to Sintavia and for shipments of Goods or finished product containing or incorporating the Goods from Sintavia to any customer of Sintavia and (ii) all liquidated damages paid or payable by Sintavia as a result of any such late delivery. Vendor will not make any substitutions without Sintavia's prior written approval. All items will be packaged according to Sintavia's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. All containers will be properly marked for identification and contain a packing slip that details, at a minimum, the Sintavia PO numbers, product part number, detailed product description, country of origin, total number of boxes in shipment, quantity of product shipped and final delivery address. Items shipped in advance of Sintavia's delivery schedule may be returned at Vendor's expense. For domestic shipments, if requested by Sintavia, and for all international shipments, Vendor will give notice of shipment to Sintavia when the Goods are delivered to a carrier for transportation. The PO numbers must appear on all correspondence, shipping labels and shipping documents, including all packing sheets, bills of lading and air waybills.

(c) All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly and permanently as the nature of the article or container permits. Vendor will provide Sintavia with (i) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates and any other documents or information

Sintavia may require to comply with international trade regulations or to lawfully minimize duties, taxes and fees and (ii) FTA certificates for all Goods that qualify under one or more FTAs. Vendor will provide Sintavia all documents, records and other supporting information necessary to substantiate the Goods' qualification under an FTA. Vendor will exert reasonable efforts to qualify the Goods under FTAs. Within one business day after Vendor delivers the Goods to the carrier or at such earlier time as Sintavia may request, Vendor will send Sintavia a complete set of shipping documents including the commercial invoice, packing list and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Goods to Sintavia's custody.

5. **Remedies.** Vendor must immediately notify Sintavia in writing with all relevant information relating to any delay or threatened delay of the timely performance of a PO. 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 Vendor of such non-conformity and its desired remedies, which include: (i) return of any or all of the Goods, at Vendor's sole risk, expense and cost, for re-work, repair, replacement (and, in each case, re-performance of any applicable services), (ii) re-work, repair, replacement by Sintavia at Vendor's cost, or any other means acceptable to Sintavia which rectifies the non-conformity; (iii) return of any or all of the Goods to Vendor and cancellation of the corresponding PO and prompt reimbursement of payments (if any) made by Sintavia to Vendor; or (iv) acceptance of the Goods by Sintavia "as is" and at a reasonably reduced price acceptable to Sintavia. The foregoing does not relieve Vendor of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding the foregoing, title and risk of loss to Goods subject to a consignment, stocking or other replenishment agreement pass upon release of the Goods from consigned inventory or at such other time set forth in such consignment, stocking or other replenishment agreement. All Sintavia remedies set forth in these Terms are in addition to, and will in no way limit, any other rights and remedies that may be available to Sintavia at law or in equity.

6. **Excusable Delay (Force Majeure).** Neither party will be in default for any delay or failure to perform due to causes beyond its control and without



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its fault or negligence, but any delay or failure to perform caused by the default of a sub-tier supplier or subcontractor of Vendor ("Subcontractor") will be excused only if (i) it is beyond the control of both Vendor and its Subcontractors and without the negligence or other fault of any of them and (ii) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Vendor to meet the delivery schedule. Vendor's ability to sell Goods at a more advantageous price or Vendor's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it can be remedied. If Vendor's delivery is delayed, Sintavia may cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Sintavia, Vendor will allocate its available supply of Goods in a manner that assures Sintavia of at least the same proportion of Vendor's total output of Goods as was allocated to Sintavia before the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Sintavia may, without liability, cancel all or any part of any applicable PO.

7. **Notification of Non-Conformity.** In addition to Vendor's other obligations and Sintavia's other rights set forth in these Terms, if Vendor becomes aware of its inability to fulfill any part of the PO Terms, Vendor shall promptly notify Sintavia, and Sintavia may, in its sole discretion, (i) terminate the corresponding PO or (ii) take any other action or seek any other remedy available to it under applicable Law.

8. **Intellectual Property.** (a) *Background IP.* All data, notes, reports, specifications, designs, drawings, computer software (including source code and object code), methods, processes, techniques, know-how, ideas, inventions, discoveries and other intellectual property, and all rights in the foregoing under applicable Law in any jurisdiction in the world, including patent rights and copyrights ("Intellectual Property"), developed or acquired by either party before or outside the scope of a PO ("Background IP") is and shall remain the Intellectual Property of such party. Nothing in these Terms or any PO Terms shall be construed to entitle a party to ownership rights in any Background IP of the other party. Vendor grants to Sintavia a non-exclusive, perpetual, irrevocable,

fully paid-up, worldwide license (with the right to sublicense through multiple tiers) to (i) use, monetize, copy, modify and make derivative works of, and otherwise exploit any of Vendor's Background IP that is embodied or embedded in any Goods or otherwise necessary to use the Goods for their intended purpose and (ii) disclose such Background IP of Vendor to Sintavia's affiliates, and Sintavia's affiliates' customers, partners, affiliates and contractors, in each case, in connection with the sale, test, qualification, adaptation, modification, servicing, or repair of Goods or any products or services of Sintavia or its affiliates. The foregoing license granted herein shall supersede any restrictions stated in any proprietary information or confidentiality agreement and shall take precedence over any restrictive or proprietary markings on the face of any Goods or contained in documentation or data deliverables pursuant to a PO.

(b) **Foreground IP.** Sintavia shall own all Intellectual Property developed by Vendor when performing its obligations under a PO ("Foreground IP"). As required under any PO Terms or at Sintavia's request, Vendor shall deliver all such Foreground IP to Sintavia. Vendor hereby assigns and agrees to assign to Sintavia or its designee all right, title and interest in and to the Foreground IP. In addition, Vendor will provide reasonable, timely assistance to Sintavia (at Sintavia's expense) to enable Sintavia to secure Intellectual Property rights in the Foreground IP. When a PO includes line items for Goods or an adaption or improvement to existing Goods, all Intellectual Property relating to such line items shall be considered Foreground IP unless Vendor establishes by documented evidence that such Intellectual Property was developed wholly outside of the scope of these Terms and the PO, and without use of Sintavia's funds, property or Background IP. All Foreground IP that is considered "work made for hire" as defined in in Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and used in 17 U.S.C. § 201 (or relevant EU legislation and the UK Copyright, Design and Patents Act 1988, c. 48, as amended), shall be deemed a "work made for hire" under these Terms, with all right, title and interest in such Foreground IP vesting with Sintavia. Vendor will procure from its employees and Subcontractors at Vendor's sole expense (including any compensation due Vendor's employees), all Intellectual Property rights in Foreground IP. Further, Vendor will secure from Vendor's employees and Subcontractors the execution of all oaths, declarations, assignments and other instruments necessary for procuring Intellectual Property rights and vesting title in Foreground IP for Sintavia.



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9. **Sintavia Property.** All right, title and interest in, to and under any material, components, tooling, equipment, or technical data that Sintavia pays for or provides to Vendor or is responsible for providing to Vendor, including replacements (“Sintavia Property”), will remain or vest with Sintavia. Vendor will conspicuously label Sintavia Property as such, maintain it in good condition, keep written records of the Sintavia Property in its possession and the location of the property and not allow any liens to be placed upon it. Vendor is responsible for inspecting and determining that the Sintavia Property is in useable and acceptable condition. Vendor will use Sintavia Property and any Intellectual Property rights therein exclusively to fulfill Sintavia POs unless otherwise authorized in writing by Sintavia’s authorized representative. Sintavia Property is intended for use at Vendor’s site only or as otherwise authorized in writing by Sintavia’s authorized representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Vendor is responsible for any Loss of or to Sintavia Property or resulting from Vendor’s use of Sintavia Property. Vendor will not include the cost of any insurance for Sintavia Property in the prices charged under any PO and, to the extent that any Goods contain any Sintavia Property, will not include in the price of any such Good any mark-up or fee with respect to such Sintavia Property. Vendor will return Sintavia Property or dispose of it as Sintavia directs in writing. Sintavia makes no representations and disclaims all warranties (express or implied) with respect to Sintavia Property.

10. **Warranties.** Vendor represents and warrants that, in performing its obligations under these Terms and the PO, it has at all times complied with all applicable Laws, including the Laws of the State of Florida. Vendor shall, and shall cause its employees and independent contractors to, adhere to these Terms and the PO Terms. Vendor further represents and warrants to Sintavia that for a period of twelve (12) months from the date of delivery, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to and remain in compliance with applicable specifications, drawings and performance requirements; (iii) be fit and suitable for their intended purpose, whether expressed or reasonably implied, and operate as intended; (iv) be merchantable; (v) be new (unless specifically agreed to in writing) and authentic; (vi) be free and clear of all liens, security interests or other encumbrances and have good title; (vii) not contain open source software or components unless (x) approved in advance by Sintavia and (y) Vendor is in compliance with the terms and conditions

of the applicable open source license terms, and the inclusion thereof will not adversely affect Sintavia’s proprietary software in any way, including by requiring Sintavia to make available the source code for any Sintavia proprietary software or limiting Sintavia from charging a fee in connection with the sublicensing or distribution of such software; and (viii) not infringe or misappropriate any third party’s patent or other Intellectual Property rights. Vendor represents and 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 representations and warranties survive any delivery, inspection, acceptance or payment of or for the Goods (including any services) by Sintavia. Vendor represents and 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 Terms and these Terms. The representations and warranties contained in this Section 10 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 representations and warranties. Upon Sintavia providing Vendor notice of noncompliance, Sintavia may elect any of the remedies set forth in Section 5 of these Terms. Vendor represents and warrants that there is nothing that will directly, indirectly, actually or potentially restrict or prevent Vendor in any way from fulfilling all of its obligations, duties, and services under these Terms or the PO Terms, including any exclusivity or non-compete arrangement. The foregoing warranties are for the benefit of Sintavia and its successors-in-interest, Sintavia’s customers, and any other person claiming by or through Sintavia and will survive any delivery, inspection, acceptance, or payment by Sintavia. Claims for breach of warranty do not accrue until discovery of non-conformance, even if the Goods were previously inspected. Any replacement Goods are warranted for the same period as the original Goods.

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



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a breakdown of costs to Sintavia for its approval. Unless otherwise provided in the PO Terms, the prices include: (i) all packaging and freight to the specified delivery point; (ii) applicable taxes and other government charges, including all sales, use, or excise taxes; and (iii) all customs duties, fees, or charges. To the extent that value-added tax (or any equivalent tax) is properly chargeable on the supply to Sintavia of any Goods, Sintavia will pay the tax as an addition to payments otherwise due Vendor under the applicable PO, if Vendor provides to Sintavia a value-added tax (or equivalent tax) invoice. Upon the agreement of the parties to reduced pricing for the Goods, such pricing shall immediately apply to all Goods in consignment, stocking or replenishment arrangement with Vendor, all undelivered Goods, all open and unfilled POs, all future POs and all unconsumed inventory owned by Sintavia. To the extent Sintavia has not received from Vendor all applicable forms regarding compliance with applicable tax Law, Sintavia reserves the right to deduct from any payment to Vendor pursuant to a PO those amounts that Sintavia, in its sole discretion, deems to be required to be withheld to comply with the tax Laws of any applicable jurisdiction. PO prices are firm and not subject to adjustment due to duties, tariffs and custom fees imposed by any government authority. Sintavia may deduct any amount owing from Vendor to Sintavia as a set off against any amount owing to Vendor under a PO.

(b) Vendor represents and warrants that the prices for the Goods delivered under a PO will not be higher than the lowest prices charged by Vendor for the same Goods or similar products or services sold to any other customer of Vendor (or any of its affiliates). If Vendor (or any of its affiliates) charges a lower price to any customer, Vendor must promptly notify Sintavia and apply such price to all applicable Goods ordered under the PO by immediately paying Sintavia the price difference (or issuing Sintavia a credit on future orders, at Sintavia's option) and applying the lower price to all POs going forward. During the term of a PO and for a period of one (1) year thereafter, Sintavia will have the right, upon reasonable prior written notice, to have an independent auditor periodically audit Vendor's applicable books and records as reasonably necessary to verify Vendor's compliance with the foregoing representation and warranty. If an audit reveals that Vendor has not complied with the foregoing warranty in an amount equal to or exceeding five percent (5%) of the amount then paid by Sintavia, then Vendor will reimburse Sintavia for the reasonable costs of the audit. Vendor agrees to remedy the difference by issuing to Sintavia, at Sintavia's option, either a credit or refund within

thirty (30) calendar days of the date of Sintavia's invoice to Vendor. As a condition to the auditor's access to and review of Vendor's applicable books and records, the auditor will agree in writing to be bound to reasonable confidentiality obligations with respect to the applicable books and records.

12. **Confidentiality.** (a) All information, including specifications, samples, drawings, materials, know-how, designs, processes and other technical, business, or financial information, that: (i) has been or will be supplied to Vendor by or on behalf of Sintavia; (ii) Vendor will design, develop, or create in connection with a PO; or (iii) is derived from (i) or (ii) that Vendor designs, develops or creates, are deemed to be "Confidential Information." Notwithstanding the foregoing, "Confidential Information" does not include information that (w) rightfully becomes publicly available other than by a breach of a duty to Sintavia; (x) is rightfully received by Vendor from a third party without any obligation of confidentiality; (y) as proven by Vendor's written records, is rightfully known to Vendor without any limitation on use or disclosure prior to its receipt from Sintavia; or (z) is independently developed by employees of Vendor without use of or reference to any Confidential Information.

(b) All Confidential Information is and will remain the property of Sintavia. It may not be used by Vendor for any purpose other than for performing a PO, may not be disclosed to any third party without Sintavia's prior written consent, and will be returned to Sintavia or destroyed (at Sintavia's election) upon the earlier of Sintavia's written request or completion of the PO. If, with Sintavia's prior written approval, Vendor furnishes Confidential Information to a Subcontractor, Vendor will bind the Subcontractor to confidentiality requirements at least as strict as those set forth in this Section 12, and Vendor will remain responsible to Sintavia for any breach of thereof by its Subcontractor. No disclosure, description or other communication of any sort will be made by Vendor to any third person of the fact of Sintavia's purchase of Goods hereunder, the PO Terms, the substance of any discussions or negotiations concerning a PO, or either party's performance under a PO, in each case, without Sintavia's prior written approval.

(c) Notwithstanding Section 12(b), in the event Vendor is requested or required by Law (including subpoena or court order) to disclose any Confidential Information, Vendor shall provide immediate written notice to Sintavia of such request or requirement, so that Sintavia may seek confidential treatment of such



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Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, Vendor shall reasonably cooperate with Sintavia in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under these Terms, Vendor is advised by its legal counsel that it is legally required to disclose such Confidential Information, Vendor may disclose such Confidential Information without liability under this Section 12; *provided, however*, that Vendor exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law.

13. **Termination and Revision.** Sintavia may terminate or modify a 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. If Sintavia terminates the PO, then its sole liability to Vendor, and Vendor's sole and exclusive remedy, is payment for Goods received and accepted by Sintavia before the date of termination. Such payment can be set off against any damages to Sintavia. Upon termination, Sintavia may require Vendor to transfer title and deliver to Sintavia any completed Goods and Sintavia will pay the PO price for those Goods subject to set off against any damages to Sintavia. Sintavia may also require Vendor to transfer title and deliver to Sintavia any or all property produced or procured by Vendor to perform such PO. Sintavia will credit Vendor with the reasonable value of the property, but not more than Vendor's actual cost or the PO value, whichever is less. All provisions of these Terms which by their nature should apply beyond the term of an applicable PO will remain in force after any termination or expiration of such PO.

14. **Indemnification.** Vendor shall defend, indemnify and hold harmless Sintavia, its affiliates, successors, and assigns, and its and their 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 attorneys' 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: (i) the Goods purchased from Vendor; (ii) Vendor's negligence, willful misconduct or breach of these Terms or the PO Terms; or (iii) any third-party claim that any Indemnitee's or their suppliers' or customers' possession or use of the Goods infringes, misappropriates or otherwise violates the Intellectual Property rights of any third party. In no event shall Vendor enter into any settlement for any indemnifiable third-party claim without Sintavia's or the applicable Indemnitee's prior written consent.

15. **Retention of Records.** Vendor agrees to maintain records of conformance regarding the PO Terms and production of Goods for a period of no less than five (5) years after completion, or as otherwise directed per the PO Terms. 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.

16. **Compliance with Laws.** In addition to Vendor's compliance with Laws as set forth in Section 28 and Section 29, 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. Vendor shall comply with all export and import Laws of all countries involved in the manufacture, assembly, provision or sale of the Goods or any resale of the Goods by Vendor. Vendor assumes all responsibility for shipments of any Goods requiring any government import clearance. If any government authority declares or otherwise imposes countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under a PO, Sintavia reserves the right to terminate the applicable PO under the termination provisions of these Terms. Vendor will be debited for any duties, fees, or freight incurred by Sintavia due to Vendor's failure to comply with these Terms or the PO Terms. Vendor represents and warrants that it and its Subcontractors, if any, comply and will continue to comply with all applicable employment Laws related to personnel working on matters relating to the provision of Goods pursuant to a PO, and that all such personnel are authorized to work in the relevant jurisdiction, and that it and they do not employ child or forced labor. Vendor and its employees, agents, representatives and Subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (i) to or from Sintavia, to its employees, agents or representatives, other than payments set forth in a PO or other written contractual agreement between Vendor and Sintavia; or (ii) to or from any third party



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for the purpose of influencing the performance by Vendor or Sintavia of its respective duties hereunder. Vendor represents and warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and other similar applicable anti-bribery Laws. A breach of this provision will be deemed a material breach of a PO and grounds for termination of the PO. Vendor will indemnify and hold harmless Sintavia and its affiliates from and against any and all Losses arising out of or occurring in connection with Vendor's breach of this Section 16. Vendor must have a management system dedicated to compliance with applicable environmental, health and safety Laws to ensure a safe working environment for its employees and responsible care of materials to prevent a negative impact on the environment (for example: ISO14001:2004/OHAS 18001:2007). Absent Sintavia's prior written consent, no Goods will contain any of the substances identified in European Parliament Directive 2011/65/EU or in Article 4.1 of the European Parliament Directive 2002/95/EC (collectively, the "RoHS Directives") as the RoHS Directives are updated from time to time and as implemented in any country, or similar applicable Laws, restricting the use of hazardous materials in other jurisdictions. Goods will comply with the restrictions set forth in the Montreal Protocol on ozone-depleting substances.

17. **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. Nothing in these Terms will restrict Sintavia's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products or services similar or identical to the Goods provided by Vendor pursuant to these Terms. Furthermore, there is no requirement that any minimum level of business or fees be provided to Vendor by Sintavia. Any news release, public announcement, advertisement, publicity or any other disclosure concerning these Terms or a PO to any third party except as may be necessary to comply with other obligations stated in these Terms or the PO Terms requires prior written approval of Sintavia. Vendor will not use Sintavia's name or marks or refer to or identify Sintavia in any advertising or publicity releases or promotional or marketing materials without Sintavia's prior written approval. Furthermore, Vendor will not claim or suggest, implicitly or explicitly, that Sintavia's use of

its products, services or deliverables constitutes Sintavia's endorsement of any of them, or if Vendor, its affiliates or its Subcontractors.

18. **Governing Law and Submission to Jurisdiction.** The construction, interpretation, and performance of these Terms and any PO Terms, and any dispute arising out of or relating thereto shall be 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. The state and federal courts located in the State of Florida ("Florida Court") shall have exclusive jurisdiction of any dispute and each of the parties irrevocably waives, to the fullest extent it may do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Florida Court. If Vendor is a non-U.S. entity, it irrevocably consents to service of process sent by a national courier service (with written confirmation of receipt) to its address identified in the PO or in any other manner permitted by applicable Law.

19. **Drawback.** All drawback of duties, and rights thereto, related to duties paid by Vendor or Sintavia when the Goods are imported or any materials or components used in manufacturing of the Goods will accrue to the exclusive benefit of Sintavia. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from Subcontractors related to the Goods. Vendor will provide Sintavia with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Sintavia to obtain payment.

20. **Offset.** If Vendor is a non-U.S. entity, Vendor will assist Sintavia in obtaining credit from Vendor's government for the value of relevant Goods purchased to meet any present or future contractual offer or industrial benefit requirements imposed upon Sintavia or its affiliates. Assistance includes providing upon Sintavia's request evidence of the existence, value, content and other pertinent information relating to the purchases. Sintavia reserves the right to claim these credits for itself or third parties. If Vendor is a U.S. entity that awards any portion of the work under a PO to any lower tier non-U.S. Subcontractor, Vendor



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will assign to Sintavia any credits obtained from the lower tier non-U.S. Subcontractor's government relating to this transaction and assist Sintavia in obtaining the earned credits.

21. **Severability.** If any provision of these Terms is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms. The remaining provisions will remain in full force and effect, and the parties will negotiate in good faith to substitute a similar legal, valid and enforceable provision in lieu of the severed provision.

22. **No 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.

23. **Assignment and Subcontracting.** These Terms and the PO Terms will be binding on the parties and their respective permitted successors and assigns. Vendor will not assign a PO or any rights or obligations under a PO or subcontract the manufacture of the Goods or performance of any related services without the prior written approval of Sintavia. Any transfer of a PO by Vendor by merger, consolidation, or dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Vendor, will constitute an assignment for the purpose of a PO. Any assignment or subcontract without Sintavia's prior written approval will be voidable at the option of Sintavia. Sintavia may assign a PO or any rights or obligations under a PO to any of its affiliates or to any purchaser or successor to all or substantially all of the assets of Sintavia or its affiliates primarily relating to the subject matter of such PO without Vendor's consent and upon written notice to Vendor. To the extent Vendor assigns or subcontracts all or part of the manufacture of the Goods or performance of any related services as permitted under these Terms and the applicable PO Terms, Vendor will be responsible for its assignees and Subcontractors (including its affiliates) and their personnel to the same extent as if the acts or omissions were performed by Vendor.

24. **Notices.** Notices to Sintavia relating to these Terms or an applicable PO must be in writing and may be delivered personally, by overnight courier, or by

certified first class mail, postage prepaid (each to 2500 SW 39th Street, Hollywood, FL 33312); or sent by electronic mail with proof of delivery to invoices@sintavia.com. Notice will be deemed given on the date delivered if delivered personally; three (3) business days after being placed in the mail as specified above; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by electronic mail.

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

(b) Vendor shall ensure that its personnel and the personnel of its Subcontractors are aware of their contributions to Goods or service conformity, their contribution to product safety and the importance of ethical behavior.

26. **Insurance.** (a) Vendor agrees, at its sole cost and expense, to maintain the insurance coverages set forth below (the "Required Vendor Insurance Policies") continuously throughout the entire effective term of the applicable PO and for at least two (2) years thereafter with third-party insurers that have an A.M. Best Financial Strength Rating of "A-" or better and with the minimum limits and maximum retentions set forth below and with other terms and conditions that are reasonably acceptable to Sintavia.



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Coverage Line	Minimum Limits	Maximum Retention
Commercial General Liability (including products/completed operations)	[\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]
Automotive	[\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]
Workers Compensation / Employers Liability	Workers Compensation – Statutory Employers Liability – [\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]
Products Liability	[\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]
[Errors and Omissions Liability]	[\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]
[Cyber Liability]	[\$xxx each occurrence / \$xxx aggregate]	[\$xxx each occurrence]

(b) Vendor shall cause: (i) Sintavia and its directors, members, managers, officers and employees to be named as additional insureds under Vendor’s Commercial General Liability, Products Liability, Errors and Omissions Liability and Cyber Liability policies with respect to any claim or matter arising out of Vendor’s performance in connection with any PO up to the full limits available to Vendor under such policies; and (ii) each of the Required Vendor Insurance Policies to include a provision stating that such Required Vendor Insurance Policy is primary to and non-contributory with respect to any other insurance maintained by or for the benefit of Sintavia and its directors, members, managers, officers and employees.

(c) Upon the written request of Sintavia, Vendor shall deliver, or cause to be delivered, certificates of insurance or policies, evidencing the Required Vendor Insurance Policies.

(d) Vendor shall provide at least thirty (30) days’ written notice to Sintavia prior to cancellation or termination of any of the Required Vendor Insurance Policies, in which event Vendor shall replace such cancelled or terminated Required Vendor Insurance Policy with insurance providing coverage at least as favorable to Sintavia and its directors, members, managers, officers and employees as the Required Vendor Insurance Policy in effect before such cancellation or termination.

(e) Vendor shall ensure that its Subcontractors, if any, carry insurance coverages commensurate with their scope of work, and Vendor agrees that it is fully responsible for all actions of its Subcontractors in the performance under any PO. Upon the written request of Sintavia, Vendor shall furnish Sintavia evidence of insurance for its Subcontractors.

27. **Counterfeit Parts.** For the purpose of this Section 27, 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 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.

28. **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 Subcontractors that furnish any articles that include conflict minerals in any Goods sold or furnished to Sintavia or its customers. Upon Fulfillment, Vendor certifies compliance with the SEC Conflict Mineral Rule.

29. **Export Requirements.** If Vendor has received any defense articles, defense services, technology, materials, equipment, technical data, components, end items, accessories, attachments, parts, systems, software, or similar type items subject to either the International Traffic in Arms Regulations (ITAR) or the U.S. Export Administration Regulations (EAR) (collectively, “Items”) from Sintavia, it is the responsibility of Vendor to ensure compliance with all U.S. export Laws, including the ITAR and the EAR. No Items shall be transferred (in-country), disclosed, re-exported, released or exported to “Foreign Persons,” as defined in the above stated Laws, 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. Vendor agrees to abide by all limitations and provisos or riders



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and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

30. **Flight Safety.** (a) If Vendor is given a PO that includes flight safety parts, it will be indicated under the PO as a “C.S.I.” (Critical Safety Item), “F.S.” (Flight Safety) or “F.C.” (Fracture Critical) Part. Vendor is required to have a flight safety plan in place for the handling of flight safety parts.

(b) If Vendor does not have a flight safety plan, then they shall follow the Sintavia Flight safety program or at a minimum be able to meet or exceed the requirements of **AS9017 - Control of Aviation Critical Safety Items**. It is Vendor’s responsibility to identify if they have a flight safety plan and communicate that with Sintavia.