



THIS PURCHASE ORDER (THE “ORDER”) ISSUED BY US, AND ACCEPTED BY YOU, IS MADE EXPRESSLY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE (THE “TERMS”) WHICH ARE HEREBY INCORPORATED INTO AND MADE PART OF OUR ORDER. ANY AND ALL TERMS AND CONDITIONS PROPOSED BY YOU, WHETHER ADDITIONAL TO, OR DIFFERENT FROM THESE TERMS ARE HEREBY REJECTED; AND ANY ACCEPTANCE OF OUR ORDER, WHETHER GIVEN ORALLY, IN WRITING, OR BY ASSENT, SHALL BE EFFECTIVE ONLY TO THE EXTENT THAT ITS TERMS DO NOT IN ANY WAY LIMIT, MODIFY, OR ADD TO OUR ORDER, AND OUR ORDER SHALL BE DEEMED ACCEPTED ON EXACTLY THE TERMS SET FORTH HEREIN.

OUR ORDER (INCLUSIVE OF THESE TERMS) REPRESENTS THE COMPLETE AND FINAL CONTRACT BETWEEN US, AND NO OTHER TERMS OR CONDITIONS SHALL BIND US UNLESS EXPRESSLY AGREED TO IN WRITING BY OUR AUTHORIZED REPRESENTATIVE.

BY ACCEPTING OUR ORDER, YOU ACKNOWLEDGE AND AGREE THAT THE BATTLE OF THE FORMS (SECTION 2-207 OF THE UNIFORM COMMERCIAL CODE) WILL NOT APPLY TO THE ORDER OR TO ANY INVOICE OR ACCEPTANCE FORM OR OTHER COMMUNICATION SENT BY YOU TO US (INCLUDING TO ANY OF OUR AFFILIATES) AND IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN ANY OF THESE DOCUMENTS, THESE TERMS SHALL CONTROL.

YOUR SHIPMENT OF THE ORDER CONSTITUTES A WAIVER BY YOU OF ANY RIGHT TO CLAIM THAT YOUR ACCEPTANCE OF OUR ORDER CONSTITUTES A COUNTER-OFFER OR THAT THE TERMS OR CONDITIONS OF SUCH ACCEPTANCE, WHETHER CONTAINED IN YOUR ORDER ACKNOWLEDGMENT OR OTHER SALE OR SHIPPING FORMS, ARE BINDING ON US.

TERMS AND CONDITIONS OF PURCHASE

1. Unless we have expressly agreed otherwise in signed writing, these Terms and Conditions of Purchase (the “Terms”) apply to our Order for purchase of the Product. We do not accept, and we hereby expressly reject, any additional or different terms you submit, use or refer to. Any attempt by you to vary the terms and conditions of this Order are rejected unless we expressly agree to additional or modified terms in a duly authorized signed writing.

2. Order Acceptance. You are deemed to have accepted our Order when: (i) we receive a written acknowledgment by the end of the third (3rd) business day following the date you receive our Order. If we do not hear from you within this time, we will treat you as having accepted the Order; and/or (ii) you deliver the Product to us.

3. Price, Payment, Invoices. Unless otherwise expressly agreed or as permitted pursuant to these Terms, the price of the Product and currency shall be as set out in the accepted Order. All sums payable are exclusive of duties and taxes. Purchase prices include all extra charges, including charges for packing, containers, insurance and transport unless we say otherwise on our Order. You must send us the invoice after the Product has been delivered to us. Your invoice must contain sufficient detail to describe the basis for the invoiced amounts,

including a reference to the applicable Order number and a description of all Product delivered. You must also give us all information we ask for to verify the contents and accuracy of the invoice. Unless we say otherwise on our Order, we will pay undisputed amounts within ninety (90) days of receiving your invoice. Unless required by Law, we will not pay late fees, interest, or carrying charges for late payments. We may withhold any part of any payment due under this Order to cover any damages incurred by us resulting from your breach of these Terms or to cover any amount you may owe us for any reason. We are not required to pay any invoice that we receive more than ninety (90) days after the date of the delivery of the Product covered by the invoice.

4. Packing, Safety Data Sheets, Storage. You must properly package, label, and prepare all Product according to Good Industry Practices and Laws and Standards to ensure that the Product reaches us in a good condition. Your packing list must include our order number, part numbers and pack sizes, lot numbers, quantity shipped, shipment date, item weights, and such other information or other requirements as we reasonably request or as required by Law. You must mark all Product with the appropriate country of origin. You must send us Certificate(s) of Analysis if applicable to our Order. You must send us Safety Data Sheets according to the Globally Harmonized System of Classification and Labelling of Chemicals for hazardous materials before or with the shipment. You must advise us about any precaution necessary for us to store, handle, and/or use the Product. You must provide us with information about components of and materials in the Product, so we can comply with the Safety Data Sheets and other Laws.

5. Delivery and Title. Unless we have agreed otherwise, you must deliver the Product to the destination specified in the Order. Title and risk of loss pass to us when you deliver the Product as set forth herein. Unless we expressly agree to include transportation charges in the Product's price, you must ship the Product to us using our designated carrier with transportation charges billed directly to us by the carrier. We will not pay premium transportation charges unless we have approved them in writing in advance. You must list all premium charges that were approved but not otherwise billed to us as a separate line item on your invoice. If you ship the Product by an unauthorized method or carrier, you must pay any resulting increased freight costs.

6. Delivery Date. Time is of the essence. Except as otherwise requested or agreed upon (with our prior written approval) you may not deliver the Product in installments. If the delivery is going to be delayed, you must give us notice. We will not accept early deliveries unless we have agreed in advance. If your delivery is late, we may, without limiting any other rights or remedies of ours: (i) refuse to accept any subsequent delivery of the Product; (ii) obtain substitute goods from an alternative supplier and recover their reasonably incurred costs in doing so from you; (iii) claim damages for any costs, expenses or losses resulting from your failure to provide the Product on time; (iv) require a refund of any charges paid in respect of such Product; and/or (v) cancel the Order in whole or in part without further liability to us.

7. Order Modifications. We may request a change to our specifications, drawings, designs, shipping instructions or other terms of our Order at any time. If we request a change after you have accepted our Order, then you must notify us within ten (10) business days of receiving our requested change and indicate whether and to what extent it will affect the price of the Product or the time of delivery. Your opinion on this matter must be based on your best estimate of the actual time or expense required to sell and deliver the remaining Product to us according to the modified Order. If we receive your notice within the required period, we may either cancel this Order or proceed with this Order with the changed price or terms specified by you. If we do not receive your notice within the required time, you may not change the price or time of delivery for any affected Product.

8. Order Rescheduling. We may, free of charge, reschedule the delivery date for any Product at seven (7) business days prior to your shipment thereof by providing you with notice thereof (the "**Rescheduling Notice**") in accordance with Section 24. The new delivery date specified in such Rescheduling Notice shall then become the new delivery date for the Order, which shall in all other respects remain in full force and effect. You may not

reschedule the delivery date for any custom products manufactured or modified solely and exclusively for us and that have no commercial resale value to any other customer (“**Custom Products**”) more than once without our written consent, and such rescheduled delivery date shall be no later than thirty (30) days from the original delivery date.

9. Order Cancellation. Other than for Custom Products, we may cancel any Order, in whole or in part, without further obligation or liability to you, at any time at least two (2) business days prior to your shipment of the Product covered by such Order by providing you notice thereof in accordance with Section 24. Other than cancelling prior to your acceptance, we may not cancel any Order for Custom Products without your consent. When you receive our cancellation notice, you must stop producing the Product or providing the services covered by this Order. We will pay a fair and reasonable price for all work delivered (or ready to be delivered) on the date we give you notice, together with any other reasonable charges we directly cause by cancelling this Order. If you breach these Terms, including if you fail to deliver on time, we may cancel this Order, reject all or any of the Product delivered, and either tell you to remove the Product from our premises or return them to your premises and you must pay our costs for doing this.

10. Insolvency. Notwithstanding anything stated herein to the contrary, we may cancel any Order immediately if: (i) a petition is presented against you to wind up your business; (ii) a liquidator is appointed over your business or you go into voluntary liquidation (other than for the purpose of reconstruction); (iii) an administration order is applied for or a receiver (including an administrative receiver) is appointed over the whole or any part of your property; or (iv) creditor arranges to seize and sell the Product to enforce a debt.

11. Rejection of Product. If you deliver any Product which is spoiled or defective or do not meet the details in our Order, we can reject the Product within a reasonable time after delivery and inspection. We can then, at our option, and without affecting any of our other rights and remedies: (i) request a refund for the price we paid for the Product, including all shipping and taxes; (ii) buy replacement goods or services from elsewhere and claim from you any extra expenses we have to pay for doing so; or (iii) receive from you an equitable reduction in the price of non-conforming Product which you and we will agree to in good faith for a use-as-is condition. If we pay you before delivery, it will not affect our right to reject the Product and reclaim the payment from you. If we accept any Product under this Order, it will not mean we have to accept future shipments or give up any rights to return Product we have already accepted. Our acceptance of or payment for the Product (or labor or material in connection therewith) may not be construed as approval of quality or workmanship and will in no event constitute a waiver of any rights set forth in these Terms, including, without limitation our right to make a warranty claim under Section 20 below.

12. On-Premises Safety Regulations. If you deliver the Product to our premises, carry out services, or install equipment at our premises, you must comply with our safety regulations and all applicable Standards and such other terms and conditions specified in these Terms.

13. Specifications, Quality, and Records. All Product must meet all applicable specifications and all quality requirements stated in our Order and be identical to those in our previous Order for such Product. You must provide us with proof that you have met these requirements upon our request. If you wish to make a change to the quality, quantity or any specification of the Product, or to the production equipment, production process, location change, labeling and packaging, shelf life, product form, fit or function, storage or distribution concerning the Product, you must give us adequate notice to review such change(s), and you may not implement the change(s) without our written permission. Please deliver your written change notice and request to the email address listed here: kumiko@oycus.com You agree to maintain, and to supply to us upon request, objective quality evidence for the Product you supply to us according to either ISO, GMP or the requirements of a substantially equivalent

quality system. You must also maintain and preserve your inspection and process control systems records for as long required by Laws and provide them to us upon request.

14. Confidentiality. You must treat our Order including all information we have given you for this Order, including but not limited to technical and commercial information, as confidential. In particular, you may not use our name (or the name of any associated companies) for publicity purposes unless you get our written permission. You may only use technical information to manufacture the Product and not for the benefit of any third party. If we ask, you must return to us any property, designs, or other information and any copies we have given you in connection with this Order. You acknowledge that we will rely upon information you provide to us. Unless we have agreed separately in writing with you, any knowledge or information that you disclose to us will not be considered confidential or proprietary, and we may use it without restriction.

15. Subcontracting Rights under this Order. If you use a subcontractor or any other manufacturers to carry out any of your obligations under this Order, you will be fully responsible for their actions and mistakes and for the actions and mistakes of their employees. There will be no contractual relationship between any subcontractor and us. You must make sure that any subcontractor or other manufacturer treats all of our information as confidential. We may perform any of our obligations or exercise any of the rights under these Terms through any of our affiliates.

16. Intellectual Property. Except as we expressly agree otherwise in writing, we do not grant you any rights to any of our Intellectual Property Rights. You may not use or incorporate any third-party intellectual property in the Product without the third party's written permission. Without limiting our rights to seek other remedies at Law and equity, if our use of the Product is likely to infringe a third party's Intellectual Property Rights, you must, at our sole option and at your sole expense, obtain the right for us to:

- continue using the Product or part;
- replace the Product or part with a non-infringing equivalent while keeping comparable or better performance; or
- remove the Product, refund the purchase price and reimburse us for any related costs we incur because the Product infringed or were alleged to infringe on another's rights.

17. Compliance with Laws. You must adhere to and fully comply at all times with all Laws and Standards applicable to this Order and our use of the Product, including without limitation, all import and export Laws and Standards, and all safety, wage and hour, fair labor and other employment Laws and Standards. You must obtain and pay for all necessary permits, licenses, and fees pertaining to your performance and satisfaction of the Order and these Terms and must provide us with all required information or documents that we may need to comply with all requirements for our receipt of the Product. You must mark all Product with the appropriate country of origin in accordance with all applicable Laws and Standards.

18. Notification of Debarment or Suspension. By accepting our Order, you certify that neither you, nor your principals or agents, are debarred, suspended, or are proposed for debarment by any Authority. If you are subject to investigation by an Authority which could lead to debarment, or if you, or any of your principals or agents, are debarred, suspended, or proposed for debarment, you must notify us in writing immediately.

19. Review and Audit of Records and Premises. We (or any person, firm or organization authorized by us) has the right to enter your premises to: (i) inspect the manufacturing facilities and equipment you use to manufacture the Product; (ii) audit all records you maintain in relation to the supply of the Product; (iii) inspect and take samples of raw materials, the packaging, and the Product; and (iv) inspect the manufacturing facilities and equipment you use to inspect stock levels or raw materials, packaging and the Product. Any such audit or inspection will take place during business hours and on reasonable notice in accordance with Section 24 (except

in the case of an emergency when no notice will be needed). Any inspection will be subject to your reasonable confidentiality, health and safety, and security requirements. Our inspection will not constitute or be deemed our final acceptance of the Product.

20. Warranty. As well as any warranty which applies by Law, you represent and warrant that the Product has been developed, produced, and/or manufactured in accordance with Good Industry Practices, is and will be free from defects in design, workmanship and materials and will meet all specifications, approved samples, if any, which may apply. You also represent and warrant that the Product is fit and suitable for the purpose intended and fit to be sold, that the services, if any, have been or will be performed using all due care, skill and effort in line with Good Industry Practices, and that our title to the Product and deliverables that you create for us are free from all claims and encumbrances. If we pay for the Product or inspect or test it, or make future orders, it does not mean we will not enforce this warranty in the future if the Product does not meet the conditions of the warranty. Without affecting any of our other rights, you must either repair or replace the Product, carry out the services again or refund the cost of the Product which is faulty, at our option. This applies for twenty-four (24) months from the date of our receipt or within the shelf life of the Product shown in this Order (whichever period is longer). You must refund any transport or other charges paid by us for any Product that is spoiled or defective.

21. Indemnity. You must defend at your sole cost, indemnify, and hold us and our affiliated entities harmless from all claims or disputes and all direct, indirect or consequential liabilities (including loss of profits, loss of business and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by us as a result of or in connection with:

- any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the supply or use of the Product;
- any claim made against us or any of our affiliated entities by a third party for death, personal injury or damage to property arising out of, or in connection with, any spoiled or defective Product, to the extent that such defect is attributable to the acts or omissions of you, your employees, agents and subcontractors;
- your failure or delay in your performance of the Order or your breach of any material representation or warranty under or related to the Order;
- your negligence or willful misconduct;
- any recall of any Product, except to the extent a recall or withdrawal thereof is solely the result of our modifications thereto or your compliance with a design we directed you to use.

22. Circumstances Beyond Your or Our Control (Force Majeure). If either of us cannot carry out our responsibilities under an Order due to circumstances beyond our or your reasonable control, neither will be liable to the other. This Section will not apply when the circumstances stop affecting the performance. If the circumstances continue to apply for thirty (30) days or longer either party may cancel all affected Orders.

23. Independent Contractor. You acknowledge and agree that you are solely an independent contractor. Nothing in these Terms or an Order is intended to, or will operate to, create a partnership between us, or to authorize you to act as an agent for us, or to have any authority to act in the name of, on behalf of, or otherwise to bind us in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). No tax, assessment or legal liability of you, or of your agents or employees becomes, by reason of this Order, an obligation on or by us.

24. Notices. Any notices or other communications to us must be in writing and shall be deemed to have been given if delivered personally, sent by electronic mail, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the address set forth on our Order. Any notice or other communication shall be deemed to be given (1) on the date of personal delivery or transmission by electronic mail, except that

transmission by electronic mail after 5:00 p.m. Pacific Time shall be deemed to be given the following business day, or (2) upon deposit in the United States mail.

25. Governing Law. The interpretation of the Order (including these Terms), and the rights and liabilities arising under these documents, shall be governed by the Laws of the State of California, including, without limitation, the Uniform Commercial Code as adopted in California, without regard to any conflict of Laws provisions thereof. For the avoidance of doubt, neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Contracts (Rights of Third Parties) Act (or the applicable regional equivalent), nor any implementing legislation of either, will apply.

26. Dispute Resolution. Any dispute arising out of or related to the Order or these Terms or breach thereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted by one (1) neutral arbitrator who shall sit in San Diego, California. Any award made by such arbitrators shall be binding and conclusive for all purposes; may include injunctive relief, as well as orders for specific performance; and may be entered as a final judgment in any court of competent jurisdiction. No arbitration arising out of or relating to these Terms will include, by consolidation or joinder or in any other manner, parties other than the parties hereto and other persons substantially involved in common question(s) of fact or law whose presence is required if complete relief is to be afforded in arbitration. The costs and expenses of such arbitration shall be borne in accordance with the determination of the arbitrators and may include reasonable attorneys' fees. Each party hereby further agrees that service of process may be made upon it by registered or certified mail or personal service in accordance with the address for Notice designated for such party in these Terms.

27. Attorneys' Fees. The prevailing party in any suit, action, appeal or arbitration proceeding instituted in connection with these Terms and Conditions shall be entitled to recover, in addition to other costs, reasonable attorneys' fees. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator or arbitrators (with respect to attorneys' fees incurred before and during the arbitration proceedings) and by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided, including the court that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in the confirmation proceedings).

28. UCC 2-207 Not Applicable; Conflicts. Section 2-207 of the Uniform Commercial Code will not apply to the Order (which includes these Terms) or to any invoice or acceptance form or other communication sent by you to us (including to any of our affiliates). In the event of any inconsistency or conflict between any of these documents, these Terms shall control.

29. Binding Effect; Assignment. The Order, including for the avoidance of doubt these Terms, which govern such Order, shall be binding upon your executors, administrators, successors and permitted assigns and shall inure to the benefit of us, including our successors and assigns. You may not assign the Order (or these Terms), or any part thereof, without our express prior written consent, which may be given in our sole and absolute discretion; any such attempted assignment is void without our prior written consent.

30. Severability; No Waiver; Amendment; Survival. The invalidity or unenforceability of any provision or clause of these Terms or the Order will not affect the validity or enforceability of any other provision or clause. Our failure to insist, in any one or more instances, upon performance of any term, covenant or condition of these Terms or the Order may not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of such term, covenant or condition. We reserve the right to amend these Terms from time to time, and may do so by providing you with thirty (30) days' prior notice thereof, which notice may be given by

posting such proposed change(s) to our Website: www.oycus.com. You agree to monitor our Website for such notices. Change(s) made by us will become effective on the date identified in the notice unless we receive your written notice of objection(s) in accordance with Section 24, which notice must specify in detail the reason for the objection(s). These Terms shall survive the cancellation or other termination of the Order.

31. Definitions; Additional Terms; Entire Agreement. All defined terms used but not defined herein are as defined in **Annex A** attached hereto. Any additional requirements peculiar to you, if any, are set forth in **Annex B** attached hereto and made a part hereof, with the same effect as if fully set forth herein. Any negotiations or understandings between us, which are not contained in the Order or in these Terms (inclusive of **Annex A** (Definitions), **Annex B** (Additional Terms), and any other exhibits, annexes or attachments hereto, if any), will have no force or effect.

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ANNEX A
DEFINITIONS

1. **We, us, our, ours** – OYC Americas, Inc. (or such other legal entity identified in the Order).
2. **You, your** – the legal entity offering the Product for sale to us as identified in the Order.
3. **Terms** – the general terms and conditions set out in this document.
4. **Product** – the materials, products and/or services we are buying from you, as listed on the face of the Order.
5. **Order** – our written offer to purchase Product from you, including any other documents we attach to the Order, and any landing pages, documents, terms and information we refer to in these Terms.
6. **Law(s)** – any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, directive, guideline, or policy of any Authority, or court, and any requirement or restriction or similar form of decision or determination, and any interpretation or administration of any of the foregoing by any Authority, or court, whether now or later in effect.
7. **Authority** – any relevant federal, state, or local government agency or any equivalent foreign governmental authority.
8. **Standards** – any and all standards, safety requirements, and certifications that you and the Product are (a) required to comply with or obtain by any Laws or Authorities, or (b) requested by us to comply with or obtain to ensure compliance with specifications of the Product or an Order, or to enable us to comply with Laws or other requirements relating to our products incorporating or using the Product. Standards may include, but are not limited to, certifications in accordance with FDA, FSMA, USDA, REACH, RoHS, reporting and recordkeeping requirements, product take-back compliance, material origin requirements (e.g., Conflict Minerals), and any other clearances, certifications, disclosures, or labels that may be required by Authorities, and their respective rules and regulations.
9. **Good Industry Practices** – the standards (including, without limitation, the Standards), practices, methods and procedures, and degree of skill, care, diligence, prudence and foresight that would be expected to be used and observed by a skilled and experienced market leading distributor and supplier of products used in the Pharma, Biotech, IVD, Life sciences, or food, and functional food industry engaged in carrying out activities the same or similar to the supply of the Product, under the same or similar circumstances as those contemplated here at the time such activities were performed.
10. **Intellectual Property Rights** – worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, including mask work rights, copyrights, copyright applications, copyright registrations and “moral” rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) other proprietary rights relating to intangible intellectual property (specifically excluding trademarks, tradenames and service marks); (v) analogous rights to those set forth above; and (vi) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

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