

ALBERT INTERNATIONAL, INC.

TERMS AND CONDITIONS

ARTICLE 1. SPECIFIC TERMS AND CONDITIONS

1.1. Governing Terms & Conditional Acceptance. These Terms and Conditions govern all sales and deliveries of goods by Albert International Inc. (the “Company”). All sales and deliveries of goods by Company are subject to these Terms and Conditions. Any additional, conflicting, or different terms or conditions in any Purchase Order, acknowledgment, confirmation, or other communication from Customer are expressly objected to, rejected, and deemed material alterations that shall not become part of the agreement unless explicitly accepted in writing by an authorized officer of Company.

1.2. Ordering. All orders will be placed by submitting a Purchase Order to the Company by mail at the address listed below, fax at (770) 287-7525, or email at customerservice@albertusa.com. The parties acknowledge and agree that Products (as defined in the Agreement) shall be shipped bulk in predefined quantity specified by Product, as molded and non-sterile, unless otherwise specified on the Purchase Order. Customer reference numbers will only be provided on the box label, invoice and packing slip if specifically requested by Customer on the Purchase Order. All Purchase Orders must be completed in their entirety. Failure to submit a completed Purchase Order may result in a delay of processing and shipping of the order.

1.3. Price and Adjustments. Prices set forth in the accepted Purchase Order are based upon current costs of freight, materials, and labor. In the event of an extraordinary increase in raw material costs, energy, or transportation prior to shipment exceeding 5% of original quote baselines, Company reserves the right to adjust product pricing or assess an equitable surcharge with prior written notice to Customer before shipment. Prices exclude all federal, state, and local sales or use taxes. All amounts are set forth in U.S. Dollars.

1.4. Payment Terms. Company accepts checks, wire transfers, MasterCard or Visa (additional transaction fee applies to credit card payment) and open account invoicing (upon completion and execution of a credit agreement satisfactory to Company). Unless prepaid or otherwise stated on the Purchase Order, payment terms for sales of Products are net thirty (30) days following the date of Company’s invoice. Customer shall make all payments irrespective of whether Customer has made or may make any inspection of any Product. Company may cancel or reschedule deliveries of Products if Customer fails to make any payment when due. Customer must provide Company with a sales tax exemption certificate if Customer represents that sales taxes are not to be applied to Customer’s order. Company’s rights under this Agreement shall be in addition to all other rights and remedies available to Company upon Customer’s default under applicable law. Customer shall be liable for all expenses attendant to collection of past due amounts, including attorney’s fees. Finance charges of 1.5% per month will be assessed on any balance that remains outstanding for an amount of time exceeding that

which is indicated on the Purchase Order. Recurring late payments may result in change of terms.

1.5. Delivery Terms & Risk of Loss. Unless otherwise agreed in writing: (a) for domestic shipments within the United States, delivery terms shall be F.O.B. Origin (UCC), and title and risk of loss shall pass to Customer upon Company tender of goods to the freight carrier; (b) for international shipments, delivery terms shall be FCA Company's facility (Incoterms® 2020). Delivery dates are estimates only. Company will make reasonable commercial efforts to meet quoted ship dates, but will not be liable for incidental delays.

1.6. Inspection and Acceptance. Customer must inspect delivered Products and report claims for any damages or shortages in writing within ten (10) days of delivery, or the Products shall be deemed irrevocably accepted and such claims shall be deemed waived, except for valid claims under the **Limited Warranties and Remedies** section herein. In the event of source inspection by Customer, Company reserves the right to designate the place within Company's plant where inspection may be performed and to deny access to areas and processes considered proprietary to Company. The parties agree that Company assumes no liability for defects arising from natural wear and tear or damage occurring after the transfer of risk due to defective or negligent handling, excessive loading, unsuitable operating resources or other misuse. Company agrees to provide, upon Customer's request, general user manuals for the Company's Products.

1.7. Intellectual Property. Title to the Products shall pass to Customer upon Company's delivery to freight carrier. Customer hereby recognizes that Company retains all right, title and interest in (a) all intellectual property rights in and to the Products; (b) all processes, methods, formula, ingredients, designs, procedures and other practices used by Company or relating to the manufacture and sale of the Products, including all intellectual property rights therein; and (c) all of Company's equipment and tooling used in the manufacture and sale of the Products, including all intellectual property rights therein, (collectively "**Company Technology**"). Customer hereby assigns to Company all right (including intellectual property rights), title and interest it may now or hereafter possess in and to the Company Technology and in any derivative works of and improvements to the Products and agrees to execute all documents, and take all actions, that may be necessary to effect such assignment. Company is under no obligation to disclose any of the Company Technology to Customer for any reason.

1.8. Custom Products. In the case of custom Products, Customer assumes all responsibility for the design and function of the Product. Company's sole responsibility is to manufacture Products according to the design and specifications approved by the Customer and it is agreed that, to the fullest extent permitted by law, the Customer shall indemnify, hold harmless and defend Company from and against any and all claims, demands, suits or causes of action for any liability whatsoever that arises out of defects, latent or otherwise, from the design and use of the Products.

1.8.1. Customer shall assume all patent liability for Products manufactured to Customer's design or specifications or especially designed by Company to meet Customer's requirements. Any applicable charges for tools used to manufacture the Products only cover a portion of their cost and do not result in the transfer of title of such tools to the Customer.

1.8.2. In addition to other remedies afforded Company, Customer shall indemnify and hold Company harmless from, and release and not make claim or suit against Company because of, any suits, claims, losses, expenses (including reasonable attorney fees), or other liability made against, or suffered by, Customer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or unfair competition, resulting from, or occasioned by, Customer's use, possession, sale, or delivery of the goods or services sold to Customer by Company under private label instructions of Customer or in accordance to specifications provided to Company by Customer.

1.9. Force Majeure. Neither party shall be liable for default or delay in performance (other than the obligation to make monetary payments) caused by acts beyond its reasonable control, including but not limited to: acts of God; civil or military authority; acts of war or terrorism; fires, floods, or natural disasters; epidemics, pandemics, or public health emergencies; strikes or labor disputes; government embargos or export restrictions; widespread telecommunications or cyber disruptions; utility outages; or unanticipated industry-wide shortages of raw materials, energy, or freight transport.

1.10. Termination and Cancellation. Company may terminate an order placed hereunder with notice to Customer if (a) Customer fails to pay when due any sums payable hereunder and such failure continues for ten (10) days after the due date or (b) Customer fails to meet its obligations under this Agreement, other than the payment of money, and such breach continues for a period of twenty (20) days after receipt by Customer of written notice from Company specifying such breach. Customer may not cancel all or any portion of an order for which Products have been produced or materials have been ordered.

1.11. Export Regulations; Permits. Customer will comply with the provisions of the United States Government's Export Administration regulations and related documentation requirements and internal control procedures. Customer shall be responsible for obtaining any necessary export or import licenses and permits.

ARTICLE 2. LIMITED WARRANTIES AND REMEDIES

2.1. Limited Warranties. Company warrants to Customer that the Products shall be free from defects in materials and workmanship. Any claims for breach of the foregoing warranty must be made within thirty (30) days of delivery. Claims for warranty and damages shall be submitted in writing accompanied by a Returned Goods Authorization Number ("**RG**A") issued by Company, which must be clearly referenced on all return shipping documentation. THE LIMITED WARRANTIES SET FORTH IN THIS ARTICLE IS IN LIEU OF ALL OTHER WARRANTIES AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

2.2. Remedies. Any warranty service shall be performed at Company's factory. In order to receive the warranty service, Customer must return the defective Products within thirty (30) days of notification from Customer hereunder. All warranty claims will be handled

pursuant to Company's standard RGA procedures, which can be provided to Customer upon written request. If Company determines that the original Products were not defective, Customer shall reimburse Company all costs of handling, transportation and repairs at Company's prevailing rates. All defective Products returned under this warranty which are replaced or for which a refund is given to Customer shall become Company property. Any repair or attempt to repair Products by anyone other than an authorized representative of Company automatically voids any warranty on those Products. Company's parts are not intended for human implantation or use in aircraft applications. Customer may request samples of Products for testing and evaluation.

2.3. Additional Limitations on Liability. Company shall not be liable for any loss or damage caused by delay in furnishing the Products. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL) WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY OR ANY OTHER BASIS UNDER OR AS A RESULT OF THESE TERMS AND CONDITIONS OR THE PRODUCTS, IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER, OR AS A RESULT OF THESE TERMS AND CONDITIONS, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS PURCHASED UNDER ANY PURCHASE ORDER. The parties agree that the limitations on liability set forth in this Agreement are independent of any exclusive or limited remedies, and shall survive and apply even if such remedies are found to have failed of their essential purpose. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Customer more than one (1) year after the events which gave rise to the cause of action occurred.

ARTICLE 3. CONFIDENTIALITY AND RESTRICTIVE COVENANTS

3.1. Confidentiality. Company Products are designed and manufactured to specifications developed, maintained, and controlled by Company. For the purpose of processing Purchase Orders, Company requires no proprietary information from Customer, and specifically requests that Customer refrain from including any information that may be considered proprietary. Customer agrees that all non-public information furnished to Customer by Company, including any variations in pricing from Company's standard prices for Products, is proprietary to Company and such information shall be held in confidence and shall not be used or disclosed by Customer without Company's prior written consent. Customer shall ensure all employees and agents are aware of the confidentiality requirement set forth in this Agreement.

3.2. Reasonableness. Customer hereby agrees that: (i) the covenants and agreements contained in this Agreement are reasonably necessary to protect the interests of the Company in whose favor said covenants and agreements are imposed; (ii) the covenants and agreements of Customer contained herein are material inducements for the Company to work with Customer; and (iii) the covenants and agreements of Customer contained herein are separate and independent covenants and agreements and shall survive both the termination of this Agreement

and the breach by the Company or Customer of any other covenant or agreement contained in this Agreement.

3.3. Invalidity or Unenforceability. The parties intend and desire that the provisions of these Terms and Conditions shall be enforced to the fullest extent permissible under applicable law. Accordingly, if any provision thereof is held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the parties' original intent, failing which it shall be deemed to be severed from this Agreement with the remaining provisions thereof continuing in full force and effect.

3.4. Costs and Expenses of Action. If any action at law or in equity is initiated by Company to enforce any provision of this Agreement or to collect past-due amounts, Customer shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, pursuant to O.C.G.A. § 13-1-11 and other applicable Georgia law. Accordingly, if any provision hereof is held to be invalid or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the parties' original intent, if possible, otherwise it shall be deemed to be severed from this Agreement with the remaining provisions thereof continuing in full force and effect.

ARTICLE 4. INDEMNIFICATION

Customer shall indemnify, defend and hold harmless each of the Company, its affiliates, and each of their respective partners, shareholders, members, managers, officers, directors, employees, affiliates, agents, representatives, attorneys, successors and permitted assigns (each a "***Company Indemnitee***"), from and against all losses, liabilities, damages, costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees and costs related thereto) which any Company Indemnitee may suffer or incur as the result of Customer's negligence, misconduct, or failure or refusal to comply with any term, condition or covenant of these Terms and Conditions.

ARTICLE 5. MODIFICATION

These Terms and Conditions may not be modified or supplemented except in a writing signed by both of the parties.

ARTICLE 6. SUCCESSORS AND ASSIGNS

Customer may not assign or transfer any order, or any rights or obligations arising under these Terms and Conditions, without the prior written consent of Company. Company may assign its rights or obligations or subcontract the performance of its obligations under these Terms and Conditions or any Purchase Order.

ARTICLE 7. NO WAIVER

The failure of either party to insist upon the strict performance of any terms, covenants or conditions of these Terms and Conditions at any time, or in any one or more instances, or its failure to take advantage of any of its rights hereunder, or any course of conduct or dealing will

not be construed as a waiver or relinquishment of any such rights or conditions at any future time and will in no way affect the continuance in full force and effect of all the provisions of this Agreement.

ARTICLE 8. NOTICES

Any notices or other communications relating to these Terms and Conditions shall be sent to the applicable party at the address provided by that party. Notices to the Company shall be sent to: Albert International, Inc., 989 Athens Street SE, Gainesville, GA 30501 USA. Customer notices shall be sent to the address or contact information provided by Customer in the applicable Purchase Order or other transaction documents.

ARTICLE 9. CHOICE OF LAW, JURISDICTION, AND VENUE

These Terms and Conditions, and all claims or causes of action arising out of or relating to transactions hereunder, shall be governed by, and construed in accordance with, the internal laws of the State of Georgia, without giving effect to any choice of law rules. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any legal action, suit, or proceeding arising under or relating to these Terms and Conditions shall be instituted exclusively in the state or federal courts situated in Hall County, Georgia (Gainesville), and each party irrevocably submits to the personal jurisdiction and venue of such courts.