

ZOMEDICA SUPPLIER TERMS & CONDITIONS

1. GENERAL:

These terms and conditions (these “Terms”) shall be applicable to any accompanying purchase order received by you (“Supplier”) from Zomedica Inc., or any of its divisions, affiliates, and subsidiaries (“Purchaser”). The term “Goods and Services” means anything provided hereunder to Purchaser by the Supplier. All specifications, drawings, and data submitted to Supplier relating to the purchase order and these purchase order Terms (collectively, the Purchase Order”) are hereby incorporated herein. Additional terms, conditions, specifications, drawings, data, or instructions specified by Purchaser in the body of the Purchase Order, or in an exhibit thereto, are incorporated herein by reference, and, in the event of a conflict, shall take precedence over these Terms.

2. ACCEPTANCE:

Supplier's shipment of Goods or commencement of work in response to Purchaser's Order shall constitute acceptance of these Terms. Purchaser shall not be bound by any additional, different, or inconsistent terms contained in any proposal, quotation, acceptance, invoice, or any other document or communication from Supplier unless the parties specifically agree in writing to incorporate such terms in the Purchase Order or otherwise agreed to in writing by Purchaser.

3. MODIFICATIONS OR AMENDMENTS:

(a) **Entire Agreement:** Except as expressly set forth in a written agreement signed by the parties, the Purchase Order, including these terms, sets forth the complete agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications relating thereto.

(b) **Modification of Purchase Order:** No modification, variation, or amendment of a Purchase Order, including these Terms, or the contract of sale resulting from the acceptance of a Purchase Order shall be valid or binding on Purchaser unless agreed to in writing by a duly authorized representative of Purchaser. Despite anything to the contrary contained in these Terms, if Supplier and Purchaser have executed an agreement which governs the purchase and sale of the applicable Goods or performance of Services, the terms of such agreement shall be controlling and shall take precedence over these Terms and any additional or different terms contained in any document generated by Supplier.

(c) **Change Requested by Purchaser:** Purchaser shall have the right prior to delivery of the Goods or performance of Services to request changes to the Goods or Services. If such changes cause an increase or decrease in the amount due under the Purchase Order or in the time required for its performance, an equitable adjustment shall be made, and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment must be asserted by Supplier in writing within ten (10) business days from the date the change is ordered. If such changes render any items not yet delivered to Purchaser nonconforming or obsolete, Purchaser shall have the right to prescribe the manner of disposition of such items. Nothing contained in this clause shall relieve Supplier from proceeding without delay in the performance of the Purchase Order as changed.

(d) **Terms and Conditions Located on Websites:** these Terms are located on Purchaser's websites and may be changed and amended from time to time by the Purchaser without notice. The Terms applicable to a Purchase Order shall be the Terms located on the website as of the date of the Purchase Order.

4. PRICE:

Supplier shall invoice Purchaser at prices set out in the Purchase Order, which prices shall be complete and without any addition. If no price is stated on the Purchase Order, Goods must not be furnished at a price higher than last price paid by Purchaser to Supplier for comparable Goods without written acceptance by Purchaser of such increased price. Supplier agrees that any general price reduction in Goods or Service covered by the Purchase Order at any time prior to the shipment of the same will be applied to the Purchase Order. Supplier represents that the prices charged for items covered by the Purchase Order comply with applicable government regulations are not in excess of or less than prices permitted by any applicable federal, state or local law, rule or regulation. Supplier agrees to refund any amount paid by Purchaser in excess of lawful amounts. Purchaser shall have the right to offset any payment or other obligation owed by Purchaser to Supplier, in whole or in part, against any payment or other obligation owed by Supplier to Purchaser.

5. TAXES:

Unless otherwise agreed in writing and in advance by Purchaser, Supplier shall not impose extra charges of any kind, including transportation or any taxes, customs duties, or other charges imposed by any governmental entity that are, under applicable foreign, federal, state or local laws, imposed on the manufacture, provision or sale of the Goods or Services delivered or provided pursuant to this Purchase Order or related payment therefor. Supplier shall pay all applicable excise taxes imposed on Supplier.

Purchase price is exclusive of VAT. VAT shall be added to the purchase price by Supplier if and to the extent applicable mandatory laws so require.

6. SUPPLIER REPRESENTATIONS:

Supplier shall (i) provide to Purchaser the Goods and Services ordered in accordance with the terms stipulated in the Purchase Order; (ii) keep Purchaser advised of the status of the Purchase Order; (iii) permit duly authorized representatives of Purchaser reasonable access to Supplier's facilities from time to time upon reasonable notice to inspect the Goods and Services and review and observe the manufacture and processing of Goods and Services and/or examine all records related thereto; (iv) provide Purchaser with such reports as are appropriate to the nature of the Goods and Services ordered and as may be reasonably requested by Purchaser from time to time; (v) retain records and other documentation regarding the manufacture process; and (vi) keep, for orders requiring payment based on hours worked, cost of materials used and/or expenses incurred, records of hours worked, cost of materials used, and reasonable out-of-pocket expenses incurred in filling the Purchase Order, which records Purchaser's duly authorized representatives may examine from time to time upon reasonable notice. Further, if the Purchase Order includes Services, Supplier represents and warrants that (i) such Services will be performed or provided by qualified individuals skilled and trained in the performance of such Services; (ii) such services will be performed or provided in a workmanlike, professional manner in accordance with applicable industry standards; (iii) providing of the Services will not violate or breach any obligation of Supplier to a third party; and (iv) providing or performing the Services will not violate any patent, copyright, trade secret, trademark or intellectual property right of a third party. The above warranties are in addition to any other express, implied or statutory warranties of Supplier and shall survive acceptance and use of, and payment for, the Goods or performance of the Services.

7. CHANGES IN MATERIALS OR PROCESS BY SUPPLIER:

Supplier agrees that it will notify Purchaser of any material changes or modifications in the manufacture or in any raw material, facilities, suppliers/subcontractors, inspection/test plans, process, or packaging methods and materials involving or affecting the Goods ("Changes").

8. CANCELLATION:

(a) Convenience: Purchaser shall have the right upon written notice to Supplier to cancel the Purchase Order on any unfilled portion, and Purchaser's liability therefore shall be limited to Supplier's non-cancellable cost for materials and services and labor incurred for such undelivered Goods and Services up to the date of cancellation of the Purchase Order. In no event will Purchaser reimburse Supplier for anticipated profits or revenue or economic loss for undelivered Products or unperformed Services. Any Products for which Supplier is reimbursed shall become Purchaser's property.

(b) For late delivery: Purchaser shall have no liability for any cancellation of a Purchase Order for Goods and Services that have not been delivered within thirty (30) days after the delivery date.

(c) For default/bankruptcy: Purchaser may cancel the Purchase Order in the event of any proceedings, voluntary or involuntary, in bankruptcy, by or against Supplier, or in the event of the appointment with or without Supplier's consent of an assignee for the benefit of creditors or of a receiver. Upon any such cancellation, Purchaser shall have no liability under the Purchase Order and may hold Supplier accountable for any additional damages incurred by Purchaser as a result of its cancellation.

(d) For breach: Purchaser may terminate the Purchase Order for breach of Supplier, in whole or in part, of any warranty contained in Section 19 or if Supplier otherwise fails to comply with the requirements of the Purchase Order, including these Terms. Termination of the Purchase Order by Purchaser does not alleviate Supplier of any other liability under the Purchase Order.

(e) Survivorship: All (provisions, representations and warranties contained herein which by their nature are required or intended to be observed or performed after termination of the Purchase Order will survive its termination.

9. WORK ON PREMISES:

If Supplier's obligations under the Purchase Order involve operations by Supplier on Purchaser's premises, Supplier agrees to comply with, and require its employees and contractors performing such Services to comply with, all plant safety rules and regulations. Supplier shall also perform all work in a safe manner, keeping premises free of safety hazards at all times, and conform to federal and state laws and safety regulations while on Purchaser's premises. A certificate of insurance covering Supplier's employees and property damage liability is required prior to the start of any work. All such operations shall be conducted as an independent contractor and neither Supplier nor any of its employees shall be considered employees of Purchaser. Supplier agrees to remove and replace any of Supplier's employees and/or contractors to whom Purchaser has a reasonable objection.

10. PACKAGING:

(a) Supplier shall be responsible for packaging all Goods, at no additional cost to Purchaser. All packaging must conform to the requirements of the Purchase Order, any specifications or other instructions provided by Purchaser, and good commercial practice to ensure that no damage shall result during transportation. Supplier guarantees that the articles comprising each shipment or other delivery hereunder made by Supplier to Purchaser is, as of the date of such shipment or delivery, in compliance with all applicable laws, rules, and regulations. Supplier shall protect any item or part thereof that may deteriorate during shipment or storage. Supplier shall indicate any back-ordered items on packing slip and invoices. Signed proof of delivery does not constitute or imply that the contents of the boxes used for delivery contain all items ordered by Purchaser. Signed receipt acknowledges acceptance of the number of specified boxes only and not the contents. Any subsequent order placed by Purchaser as a result of items missing from a delivered shipment must be first credited then re-billed. Supplier shall separately number all cases, packages, etc. showing the corresponding numbers on the invoices. All itemized packing slips, bearing the Purchase Order Number, must be placed in each container. No extra charge shall be made for packaging materials unless authorized by Purchaser in the Purchase Order.

(b) Supplier shall include with each shipment a certificate of conformance ("Certificate of Conformance") that includes the following:

- Supplier Name
- Purchaser Part Name, Number and, if applicable, Revision Level
- Purchaser Purchase Order Number and, if applicable, Release Number
- Supplier's Unique Lot Identifier (i.e. Lot Number, Date Code, Sales Order Number, or Other Traceable Number), if applicable
- Quantity Shipped
- Date Manufactured
- Statement of Conformance to Purchaser Specifications Approved by an

All documentation to support the validity and/or verification of the certified attributes referenced in each Certificate of Conformance must be maintained by Supplier and accessible within a twenty-four (24) hour time period at the request of Purchaser.

11. MATERIAL SAFETY DATA SHEETS:

If required by law, an applicable Material Safety Data Sheet ("MSDS") and labeling will precede or accompany each shipment of Supplier. Supplier shall further provide Purchaser with updated MSDS's and labeling as required by law.

12. DELIVERY/NOTICE OF LABOR DISPUTES:

Shipments or deliveries shall be strictly in accordance with the quantities and the schedule specified in the Purchase Order. Supplier shall promptly notify Purchaser in writing of the delay or potential delay of delivery, the estimated duration of the delay, and, if requested by Purchaser, ship via means which will avoid or minimize delay to the maximum extent possible, the added cost to be borne by Supplier. This notification shall not relieve Supplier of its obligations. Irrespective of the rights above and in the event of the delay in delivery Purchaser shall be entitled to demand a conventional penalty to the amount of two tenths of a percent (0.2%) of the delivery value of the outstanding delivery or service for each business day, in which the delay continues, not however more than five percent (5%) of the total value of the outstanding delivery or service, unless Supplier can prove that the delay was not caused by Supplier. Purchaser is entitled to assert this conventional penalty in addition to satisfaction of the contract. The reservation of assertion of the conventional penalty can also be declared after acceptance of the delivery until the date of the final payment. Supplier shall notify Purchaser immediately of any actual or potential labor dispute which is delaying or threatens to delay the time and performance of the Purchase Order. No acts of Purchaser, including, without limitation, modification of the Purchase Order or acceptance of late deliveries shall constitute waiver of this provision. In addition to all other remedies available to Purchaser, Supplier shall be responsible for cover and for any incidental or consequential damages of Purchaser due to delayed or potentially delayed delivery. Purchaser reserves the right to refuse or return at Supplier's risk and expense shipments made in excess of the Purchase Order quantity or in advance of required schedules, or to defer payment of advanced deliveries until scheduled delivery dates.

13. SHIPPING:

Any Goods shipped to Purchaser facilities as stated in the Purchase Order. Unless otherwise directed in writing by Purchaser, DDP (Delivery Duty Paid), Purchaser site, INCOTERMS 2010, shall apply to all shipments of Goods under the Purchase Order, except to the extent that specific terms of the Purchase Order contradict these terms, then the Purchase Order controls. Supplier shall utilize

the Purchaser specified carrier. Purchaser shall notify Supplier of the contact details for the relevant carrier and Supplier shall coordinate delivery of the Goods with such carrier. Title to materials to be delivered hereunder shall not pass until the materials reach the receiving point indicated and are accepted.

14. IMPORT/CUSTOMS:

Supplier agrees to comply with all applicable export control laws and regulations in the U.S. and country in which they do business. This specifically includes, but is not limited to, the requirements of the Export Administration Act, the Export Administration Regulations, the Office of Foreign Assets Control (OFAC) Regulations for Exporters and Importers, and the requirement for obtaining any export license, if applicable. Supplier shall provide prompt notification to Purchaser in the event of any violation, or potential violation, of the laws and regulations listed above. Supplier agrees to notify Purchaser of the export classification (Harmonized Tariff Schedule (HTS), the Country of Origin (COO)) and the classification of the goods under the Wassenaar Arrangement, if applicable, of any deliverable under the Purchase Order, under applicable export control laws or regulations. Supplier (Non-U.S.) agrees to fully pack for transit, mark with appropriate labels, names and numbers to identify the Goods and Services as belonging to Purchaser, and provide all necessary documents, papers and certificates required for U.S. Customs clearance, and be exported without undue delay or expense. Supplier (Non-U.S.) agrees to provide appropriate documentation identifying the Product Code(s) applicable to the products exported to the U.S. Supplier shall immediately notify Purchaser if the Supplier is, or becomes, listed on any Denied Parties List or if the Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any government or agency thereof.

15. INSPECTIONS:

Notwithstanding any prior inspections or payments hereunder, all Products and Services shall be subject to final inspection, which may include measurement, testing or examination, and acceptance at Purchaser's facility within a reasonable time (but not less than 45 days) after receipt at destination. Any inspection by Purchaser does not relieve Supplier of any obligations or liabilities under the Purchase Order. If any Products or Services delivered do not meet all of the requirements of the Purchase Order, Purchaser shall have the right to reject such Products or Services and return such Products at Supplier's expense. Purchaser may elect to reject all Products or Services tendered even if only a portion thereof is nonconforming. If Purchaser elects to accept nonconforming Products or Services, Purchaser, in addition to its other remedies, shall be entitled to an appropriate reduction in price. Payment for any Products or Services shall not be deemed an acceptance thereof. Supplier agrees to undertake such quality control and inspection procedures as required by the FDA or any other appropriate regulatory agency. Supplier will provide Purchaser with access to its manufacturing facilities in order that Purchaser may make Current Good Manufacturing Processes audits at such times as Purchaser shall deem necessary, upon not less than 48 hours' notice.

16. EXPORT ADMINISTRATION REGULATIONS:

Supplier confirms that all Items (including products, materials, assets/equipment, hardware, software, and technology) provided to Purchaser under this Purchase Order are classified as EAR99 items under the Export Administration Regulations ("EAR"), are not on the lists of dual-use goods and technologies (Wassenaar Arrangement List, or subject to export licensing under any other applicable laws. To the extent that any items, are on the Wassenaar Arrangement List, or are subject to export licensing under any other applicable laws, Supplier will immediately provide in writing to Purchaser the export classification information of such item(s) and will note the proper classification on the commercial invoice and shipment notification. This information will include any Export Control Classification Number ("ECCN") if the item is controlled under the EAR or any other appropriate export classification if controlled under non-U.S. government export control laws. Supplier will promptly notify Purchaser in writing of any future changes to the export classification information of the item(s).

17. INVOICES AND PAYMENT TERMS/DISCOUNTS:

(a) **Invoices:** A separate invoice shall be issued for each shipment. In addition to any other information specified elsewhere herein, invoices and packing slips shall contain the following information: Purchase Order number, item number, description of Products and Services, sizes, quantities, weight, unit prices and extended totals, date that the Product(s) shipped, Supplier's packing slip number, any applicable taxes chargeable and any extraordinary charges that have been approved by Supplier. Unless otherwise specified in the Purchase Order, no invoice shall be issued prior to the shipment of Goods or provision of Services and no payment will be due prior to receipt of Goods and/or Services and applicable invoice. Only undisputed amounts due will be payable by the due date. On disputed invoices no late charges or collection costs will be assessed.

(b) **Payment terms/Discounts:** Purchaser will pay for the Goods and Services within forty-five (45) days of receipt of the invoice, unless discounts of 2% 10 days are offered for earlier payment. Applicable discounts will be taken on full amount of invoice. The payment date will be the date Purchaser's check is mailed or payment is otherwise transmitted to Supplier. Payment

of an invoice shall not constitute acceptance of Products or Services and shall be subject to adjustment for errors, shortages, defects in the Products or Services, damage to Purchaser for which Supplier is partially or wholly responsible or other failure of Supplier to meet the requirements of the Purchase Order.

(c) **Delinquent Invoice:** Purchaser shall have no obligation to pay any Supplier invoice submitted more than (90) days after (i) completion of Services and/or (ii) delivery of Products hereunder.

(d) **Early Payment Discount for Goods Received after Receipt of Invoice.** If Goods are not received until after receipt of the invoice, Purchaser may, at its option, elect to take any applicable discount at the later of 10 days from receipt of invoice or three business days after receipt of the Goods.

18. WARRANTY:

(a) **Product and Service Warranty:** Supplier represents and warrants that the Goods furnished and the Services provided hereunder will (i) be of merchantable quality, safe for consumer use and fit for the purposes intended; (ii) be free from defects in material, workmanship, manufacture and design; (iii) fully conform with the Purchase Order and any standards, specifications, plans, designs, drawings, instructions or samples furnished or specified by Purchaser; (iv) be of quality, quantity, size, description and dimension specified by Purchaser; (e) be delivered free and clear of any liens, claims or encumbrances of any kind; (v) not infringe, including without limitation their sale or use alone or in combination, any United States or foreign patents, trademarks, trade secrets, copyrights or proprietary rights of any third party; and (vi) be delivered and produced and/or performed in a safe, proper and workmanlike manner in compliance with all applicable laws, rules, regulations and codes by duly trained and qualified employees or contractors.

(b) **Survivability:** The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Purchaser for the greater of the ninety (90) days or the applicable manufacturer's warranty period.

(c) **Beneficiaries:** These warranties shall run to Purchaser, its affiliates, successors and assigns, Purchaser's customers and all users of the Goods or the Services or any products into which the Goods or Services are incorporated.

(d) **Remedies:** If any Products or Services furnished hereunder do not meet the warranties set forth in this Section, Purchaser may, at its option: (i) require Supplier to correct, at no cost to Purchaser, any defective or nonconforming Products or Services by repair or replacement within seven (7) days of notice to Supplier; (ii) return such defective or nonconforming Products at Supplier's expense to Supplier and recover from Supplier the price thereof or, offset such sums against amount due Supplier from Purchaser; (iii) correct the defective or nonconforming Products or Services itself and charge Supplier with the cost of such correction; or (iv) accept the defective or nonconforming Products or Services at a reduced price.

19. RECALLS:

If at any time after acceptance of the Purchase Order by Supplier or delivery and/or acceptance of the Goods and Services by Purchaser, all or any part of the Goods and Services become subject to a voluntary or involuntary recall by any government agency or corrective action by Supplier, Supplier shall assume responsibility and costs for implementing and complying with such recall according to applicable laws, regulations, and government orders, including costs arising from the return and/or replacement of such Goods and Services. Any communications to Purchaser's customers regarding the recall or corrective action shall have the prior approval of Purchaser. Supplier shall credit or reimburse Purchaser for the costs of recalled Goods and Services and any costs or losses incurred by Purchaser as a result of the recall.

20. PROPERTY AND DESIGNS FURNISHED TO SUPPLIER:

Unless otherwise agreed in writing, title to all designs, sketches, drawings, specifications, programs, blueprints, patterns, dies, models, molds, tools, gauges, plates, cuts, special appliances, materials and all improvements thereto, furnished to Supplier by Purchaser and/or created or developed by Supplier for Purchaser in connection with or as a result of this Purchase Order, are and remain the property of Purchaser. Such property shall be recorded and identified as property of Purchaser and retained by Supplier on consignment. All Purchaser property, while in Supplier's custody or control, will be held at Supplier's risk, free of all liens, encumbrances or security interests of Supplier or third parties, and will be kept insured by Supplier at Supplier's expense in an amount equal to replacement cost with loss payable to Purchaser. Such property shall not be disclosed to or used by or for the benefit of any third party and will be used solely for Purchaser. While in Supplier's custody or control, Supplier shall maintain and repair such property at Supplier's expense. Supplier shall be responsible for calibration of all such property requiring calibration and shall maintain all records related to such calibration. Supplier shall provide Purchaser with original documentation and/or copies thereof when requested by Purchaser. Supplier will indemnify, protect, defend and hold harmless Purchaser, its successors and assigns from and against all loss or damage to such property occurring while in Supplier's custody or control. Such property

shall be appropriately segregated from Supplier's property and shall be prominently identified as belonging to Purchaser. All property of Purchaser is subject to removal by Purchaser at any time, and to return upon Purchaser's request.

21. PATENTS AND INTELLECTUAL PROPERTY:

(a) Purchaser's Intellectual Property. Supplier acknowledges that any patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property (collectively, "Intellectual Property") that Purchaser provides to Supplier are Purchaser's exclusive property and Supplier disclaims all rights in same. All drawings, art work, special products, materials, information or data furnished by Purchaser are Purchaser's exclusive property, shall be used by Supplier only for Purchaser's work, shall be kept confidential by Supplier and shall be returned to Purchaser at Purchaser's request.

(b) Ownership of Intellectual Property Developed Under a Purchase Order: To the extent the Purchase Order includes Services, Supplier agrees that all writings, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments, and all works of authorship created by Supplier in performance of its obligations hereunder, whether solely or jointly, including all worldwide rights therein under Intellectual Property, are the sole property of Purchaser. Supplier assigns to Purchaser all right, title and interest in and to all such Intellectual Property, and shall perform such further acts needed to transfer, perfect, and defend Purchaser's ownership of the Intellectual Property. Supplier shall require its employees and subcontractors to execute written assignments of Intellectual Property to effect such assignment.

(c) Use of Intellectual Property: To the extent that Supplier or third parties retain ownership rights in materials delivered with the Products, or upon which the Services are based, Supplier hereby grants to Purchaser a perpetual, fully-paid up, irrevocable, worldwide, non-exclusive, royalty-free right and license to make, have made, modify, use, distribute, publicly perform or display, sell, offer to sell, service and import such materials. Supplier hereby warrants that it owns or has acquired rights in all such intellectual property necessary to grant the licenses and intellectual property rights set forth in this Intellectual Property section. Purchaser may market, distribute and/or sell the Goods under its own trademark and trade name.

22. INDEMINIFICATION:

Supplier agrees to defend, indemnify and hold harmless Purchaser, its affiliates and subsidiaries, and their respective directors, officers, employees, agents, distributors, sales representatives, customers and end users of the Goods and Services, from and against any and all claims, suits, actions, demands, judgments, settlements, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) directly or indirectly arising from or related to: (a) Supplier's breach of any provision of these Terms or the Purchase Order; (b) the negligent or more culpable act or omission of Supplier or its employees, consultants or subcontractors; (c) a claim of any lien, security interest or other encumbrance made by a third party; (d) the production, manufacture or delivery of, or any defect in, the Goods or failure or defect in performance of the Services; (e) Supplier's failure to comply with applicable laws in the performance of its obligations under the Purchase Order; (f) actual or alleged infringement of any patent, copyright, trademark, trade dress, trade secret or other intellectual property right of any third party arising from Purchaser's purchase, use or sale of Goods and Services; (g) the assessment by any third party of liquidated damages or proven actual damages assessed related to the failure of Supplier to timely deliver the Goods and/or provide the Services; and (h) actions and proceedings brought by any foreign, federal, state or local government or any agency or instrumentality thereof related to the Goods. All such obligations of Supplier will survive acceptance and use of, and payment for, the Goods and Services, and completion, termination or cancellation of the Purchase Order.

Without limiting Purchaser's rights and remedies hereunder, if Purchaser believes that the Products or Services supplied hereunder are likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret, or other proprietary right, Purchaser may require Supplier to: (i) replace such Products or Services with equivalent functionality; or (ii) modify such Products or Services with equivalent functionality to make them non-infringing.

23. LIMITATION OF LIABILITY:

In the event of breach by Purchaser, Purchaser will be liable to Supplier only for actual direct monetary damages. IN NO EVENT SHALL THE LIABILITY OF PURCHASER ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THE PURCHASE ORDER EXCEED THE GREATER OF (A) THE TOTAL COMPENSATION PAID BY PURCHASER TO SUPPLIER UNDER THE PURCHASE ORDER OR (B) THE PRICE ALLOCABLE TO THE AFFECTED GOODS AND SERVICES. IN NO EVENT SHALL PURCHASER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES. Any action by Supplier arising out of the Purchase Order must be commenced within one (1) year after the cause of action accrues or Supplier will be deemed to have waived any right to bring such action.

24. COMPLIANCE WITH LAWS:

In providing Goods and Services under the Purchase Order, Supplier agrees that it shall comply and has complied with all applicable foreign, federal, state, and local laws, rules and regulations, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, all anti-corruption/anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, and all anti-slavery and anti-human trafficking laws.

25. BUSINESS CONTINUITY PLANNING:

Supplier shall maintain and regularly update a disaster recovery and/or business continuity plan ("Plan") that details how Supplier will recover from a disaster and/or unexpected event and resume or continue operations and continue to provide the Services and perform its obligations under the Purchase Order. Supplier shall provide its Plan to Purchaser upon request.

26. FORCE MAJURE:

Strikes, riots, wars, insurrection, embargoes, acts of terrorism, fires, floods or other casualties, government actions, acts of God, pandemic or endemic, or other events beyond Purchaser's reasonable control which shall affect Purchaser's ability to receive and/or use the Goods and Services ordered hereunder shall constitute valid grounds for suspension by Purchaser of shipment of Goods and performance of Services covered hereby without penalty or liability, upon written notification to Supplier, except that, upon cancellation for such causes, Purchaser may pay Supplier its direct expenditures incurred for labor and materials prior to Supplier's receipt of such notice of cancellation made upon the authority of the Purchase Order.

27. NO WAIVER:

No waiver of any provision contained in the Purchase Order shall be valid unless made in writing and executed by the waiving party. The failure of either party to take action to enforce any of the provisions of the Purchase Order shall constitute neither a waiver of a particular breach or any subsequent breach nor a waiver of either party's right to enforce any or all provisions of the Purchase Order through any remedy granted by law or the Purchase Order. Failure of Purchaser to insist upon strict performance shall not constitute a waiver of any of the provisions of the Purchase Order or waiver of any other default.

28. INSURANCE:

Supplier shall, at its own expense, maintain appropriate insurance for a period of at least 2 years after the fulfillment of the Purchase Order which includes, but is not limited to, (i) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (ii) commercial general liability insurance including coverage for product liability in the minimum amount of \$1 million each occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Supplier furnishing the Goods and Services under the Purchase Order. A certificate of insurance will be provided to Purchaser upon request. All insurance policies of Supplier shall be primary as respects to any other policies held by Purchaser or any other policies providing any coverage in favor of any member of Purchaser. All insurance required of Supplier in this Contract shall be placed with insurers acceptable to Company. These insurers shall maintain a minimum rating of A-VII by the A.M. Best Company or A by Standard & Poor's. Supplier shall on or before delivery of the Goods purchased hereunder or the performance of Services under this Purchase Order furnish to Purchaser a Certificate of insurance evidencing the foregoing coverages and limits and naming Purchaser as an additional insured. Supplier shall maintain such coverage, and shall provide to Purchaser such Certificate naming Purchaser as an additional insured, for at least two (2) years after sale of the Goods or performance of the Services.

29. CONFIDENTIALITY/PUBLICITY/DATA PRIVACY:

Supplier agrees to treat as strictly secret and confidential all specifications, programs, drawings, blueprints, nomenclature, samples, models, data, designs and other information belonging to or supplied by Purchaser ("Purchaser's Information") in connection with the Purchase Order as confidential. Supplier shall not use or disclose same to any third party except to the extent necessary to perform the terms of the Purchase Order or other Purchase Orders for Purchaser. Supplier shall return all of Purchaser's Information and any copies thereof to Purchaser on Purchaser's request. Supplier shall not, without Purchaser's prior written consent, issue or release any public announcement, press release or other statement in any form of media, including the internet, regarding the Purchase Order, the provisions hereof, or any of the transactions contemplated hereunder, including denial or confirmation of the fact that Supplier has contracted to furnish to Purchaser the materials herein ordered. Supplier shall not use Purchaser's name, or the names of any of Purchaser's affiliates, Purchaser's trademarks or other information regarding Purchaser in any advertisement or for any promotional purpose without Purchaser's prior written consent.

30. ENVIRONMENTAL MATTERS:

Supplier represents and warrants that it is in compliance and will remain in compliance with all applicable federal, state and local environmental laws and regulations with respect to the environment.

31. GOVERNING LAW/JURISDICTION:

The laws of the State of Michigan shall govern the validity, performance, enforcement and any other aspect of the Purchase Order, including, without limitation acceptance, notwithstanding any jurisdiction's choice of rules to the contrary.

32. DISPUTE RESOLUTION:

If any matter involving claims and/or disputes or other questions arising out of, or relating to this Purchase Order or to a breach hereto or default hereunder cannot be settled by mutual agreement within thirty (30) days following notice by one party to the other that such party deems a claim, dispute, question, breach or default to have arisen hereunder, such matter shall be settled by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules, by a sole arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Ann Arbor, Michigan. The arbitrator is not empowered to award punitive damages or damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Purchaser has the right before or, if the arbitrator cannot hear the matter within an acceptable period, during the arbitration to seek and obtain, from an appropriate court, provisional remedies such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. Each party shall bear its own costs and expenses in connection with such arbitration and shall share equally in any fees or charges connected with such arbitration.

33. ASSIGNMENT:

Supplier's rights, duties and obligations under this Purchase Order shall not be assignable, transferable or delegable by Supplier without the prior written consent of Purchaser, which consent may be withheld in its sole discretion. Purchaser may assign its rights and obligations hereunder.

34. NOTICES:

All communications and notices between the parties relating to this Purchase Order and these terms and conditions shall be in writing and addressed to the receiving party at the address provided on this Purchase Order or as otherwise provided by the party. All such notices and communications shall include the Purchase Order Number.

End