



TERMS AND CONDITIONS OF SALE

1. Products. Supplier agrees, on a non-exclusive basis, to manufacture and package the products as requested ("Products") consistent with the specifications for raw materials, packaging and facilities ("Specifications"). Nothing in this Agreement shall prohibit Supplier from manufacturing, distributing or selling other products, including without limitation, products under its own brand or products of other private label retailers.
2. Pricing. All prices on the price list are subject to change without notice. All Purchase Orders are subject to the price of the Supplier's Products in effect on the date of receipt of the Purchase Order by Supplier. Prices are exclusive of taxes, duties, and other government charges, and any other expenses applicable to the sale and/or shipment of the Products, all of which will be added to the invoice price for payment by the Customer.
3. Orders. Customer's orders for Products shall be submitted via purchase order ("Purchase Order") submitted to Supplier by Customer. Any changes or exceptions to this Agreement or standard terms and conditions must be expressly accepted in writing by each party. Neither party shall be bound by any terms or conditions that modify, amend or supplement (or attempt to modify, amend or supplement) the terms of this Agreement unless each party expressly accepts, in writing, such terms or conditions. All Purchase Orders must include the desired ship date and FOB terms, the quantity, the product number, a description, and package size for all Products subject to the Purchase Order. Once submitted to Supplier, Purchase Orders cannot be modified or cancelled without the prior written approval of Supplier. In the event Supplier approves the modification or cancellation of a Purchase Order, Customer will be obligated to reimburse Supplier for all costs and expenses related to modification or cancellation of a Purchase Order, including without limitation, costs incurred by Supplier for raw materials, packaging, and labor. Rush order designation may apply to any request to expedite all or part of an existing order or to rush shipment of specific items. A rush order fee may be applied to the expedited order. Supplier will place on back order any Products temporarily out-of-stock and supply these Products to Customer when they become available, unless Customer specifically instructs otherwise before such Products are shipped.
4. No Shipping Outside of the Continental United States of America ("US"). Unless otherwise exempted and accepted by agreement between Supplier and Customer, Customer acknowledges and agrees that Products sold by Supplier are intended only for use within the Continental United States, and that Supplier is not responsible for the Products' compliance with any regulatory requirement that may apply to the Products outside of the US. Customer will not, directly or indirectly, cause the Products to be shipped outside of the US. Customer's breach of this term will result in the forfeiture of any right that Customer may be entitled to under the General Returned Goods Policy, and void the warranty provided by Supplier, for the Products in breach.
5. Delivery. Product will be delivered FOB Origin or per Customer's account terms, if different. Risk of loss for the Products shall pass to Customer when Products are tendered to a carrier arranged or approved by Customer. Supplier will invoice Customer for all



Products purchased hereunder and Customer shall pay all invoices in full within net thirty (30) calendar days of the date of the invoice or per the Customer account terms if different. Any amounts not paid when due shall be subject to an interest charge of one and one half percent (1.5%) from the applicable due date. Customer shall purchase Supplier Products only directly from Supplier. Purchasing Supplier Products from secondary markets (gray market) is prohibited. Customer will request all Proof of Deliveries from Supplier in writing within thirty (30) days of invoice date. Shortage claims will not be accepted if more than ten (10) calendar days have passed since delivery was made. If special delivery services are requested by Customer, Supplier will notify Customer of any additional charge upon order confirmation, and if acceptable to Customer, will add such amount onto the invoice for payment by Customer.

6. General Returned Goods Policy. Product may only be returned for credit or exchanges on a one to one basis for exchanges.
 - A. Only the following Products are authorized as part of the General Returned Goods Policy:
 - i. No Product will be eligible for return without prior approval from the supplier.
 - ii. Recalled Products.
 - iii. For manufacturing defects, Customer must provide, via email, pictures of noted product defect upon contacting Supplier for the purpose of returning product.
 - B. Customer shall inspect all shipments the day that they are received. Damage to Product must be reported to Supplier, and Customer shall notify Supplier in writing of any lack of conformity of the Products with the Specifications within seven (7) calendar days of receipt of the Products by Customer (the "Rejection Period"). Customer must retain the merchandise in original packaging. Customer shall notify Supplier and provide all details supporting the claim for damages. Customer must provide pictures of product damages upon contacting Supplier for the purpose of returning the Product.
 - C. Credit will only be issued if the amount to be credited is \$50.00 or more, per return.
 - D. Only Products directly purchased from Supplier are eligible for credit.
 - E. The following products are not available for credit:
 - iii. Products not in their original packaging or which have been repackaged or reconstituted;
 - iv. Products which have been damaged due to improper handling or storage (while not in possession of Supplier), including damage to packaging;
 - v. Products which have been tampered with in any way;
 - iv. Products purchased on a non-returnable basis;
 - v. Products acquired as a result of a fire or bankruptcy sale;
 - vi. Products not purchased from Supplier in accordance with its terms and conditions.



- F. All returns/credits must be authorized by Supplier Customer Service. All Product returns must be sent freight prepaid by Supplier (See Exhibit A for Returns Material Authorization contact information).
 - G. In the event of a discrepancy between Products actually received by Supplier and the amount of the credit claimed by Customer, Supplier reserves the right to adjust the amount of the credit accordingly with notification to the Customer.
 - H. Returns Material Authorization number not utilized within thirty (30) days will be cancelled or null and void. Customer must contact Supplier Customer Service for a new Returns Material Authorization number after thirty (30) days have elapsed.
7. Product Ordered in Error, Shortages and Overages. Product ordered in error shall be reported by Customer within three (3) working days of the date of delivery to Supplier's Customer Service. Customer must obtain a Returns Material Authorization number before any Product can be returned. Customer will receive credit based on Supplier Price List in effect at the time of Product Purchase. To ensure appropriate credit is issued should a shortage occur, Customer should accept all Products delivered and report shortage to Supplier Customer Service. Supplier will make arrangements for a replacement shipment if requested by Customer. To ensure appropriate billing or return authorization should an overage occur, Customer should accept all Products and report the overage to Supplier Customer Service. Should Customer elect to return overage Products, Customer must certify in writing that the Products returned have been stored as per the label requirements while in their possession. Vaccines must be returned in appropriate coolers with required ice packs. For vaccines, temperature data must be provided. If temperature monitoring is available, a copy must be provided to Supplier. Supplier will make arrangements for a carrier to pick up the over-shipped Products. Supplier will issue an invoice for over-shipped Products at Customer's request.
8. Representations & Warranties. Supplier represents and warrants that all Products tendered under this Agreement shall conform to the applicable Specifications. Supplier further warrants that it has obtained all permits, licenses, certifications, and approvals necessary to supply the Products in accordance with applicable law. Customer represents and warrants to Supplier that compliance with Customer's specifications (including without limitation to the Specifications) or any other materials or instructions provided by Customer to Supplier in order to produce the Products will not cause the resulting Products or Supplier to be in violation of any applicable federal, state, and local laws, rules, and regulations. Any modification in dosage, indications and contraindications are the sole responsibility of Customer, and are not the responsibility of Supplier. Each party warrants to the other that it has the authority and capability to enter into this Agreement and perform its respective obligations set forth herein and entering into and executing this Agreement will not cause it to violate the terms of any preexisting obligations or agreements. TO THE EXTENT PERMITTED BY LAWS, THE LIMITED WARRANTIES EXPRESSLY CONTAINED IN THESE TERMS OF SALE ARE THE SOLE REPRESENTATIONS AND WARRANTIES GIVEN BY SUPPLIER HEREUNDER AND ARE EXPRESSLY MADE IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ABSENCE OF HIDDEN



DEFECTS, FITNESS FOR ORDINARY USE, FITNESS FOR ANY INTENDED USE, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER SUCH PURPOSE BE KNOWN TO SUPPLIER OR NOT, NON-INFRINGEMENT OR OTHERWISE, AND ALL OTHER EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY COMMON LAW, STATUTE, OR OTHERWISE MADE IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS PURCHASED HEREIN ARE HEREBY DISCLAIMED BY SUPPLIER. CUSTOMER IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR ANY OTHER ASSERTION WITH RESPECT TO THE NATURE OR QUALITY OF THE PRODUCTS SOLD HEREIN. CUSTOMER IS RELYING SOLELY UPON ITS EXAMINATION AND ITS TESTING OF SUCH PRODUCTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF.

9. Product Safety, Quality & Recalls. In the event Supplier or a government entity initiates removal of Products from the stream of commerce (a "Recall"), where the Supplier is at fault, Supplier shall compensate Customer for expenses incurred for recall services directly related to Customer's inventory of the recalled Product and dissemination of recall information to Customers, to the extent requested by Supplier's recall notice, make timely notice to Customers of any Recall, and remove the Products from Customer's inventory and the marketplace, and shall notify Customer of disposition of the recalled Products.. The amount of such compensation shall be determined by Manufacturer, in its sole discretion. Customer is responsible for notifying Supplier in writing within seven (7) days of all third-party initiated audits. Upon written notice of a third-party initiated audit, Supplier and Customer will mutually agree on audit process, timelines and outcomes.
10. NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, ANY TERMINATION OF THIS AGREEMENT WITH OR WITHOUT CAUSE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL AGGRAVATED OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS AND LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT.
11. Indemnification. Customer will defend, indemnify and hold harmless Supplier and its affiliates and other related companies and their respective employees and agents (each a "Supplier Indemnitee") from any liability (including any loss or damage to property and/or death or injury) or expenses (including reasonable attorney fees), arising from any and all demands, claims, actions, suits or proceedings as a result of the negligence or willful misconduct of Customer or Customer's employees or agent or a breach by Customer of a representation, warranty or other provision of these terms of sale, except to the extent where such liability or expense is the result of gross negligence or willful misconduct of Supplier Indemnitee or a breach by Supplier of a representation, warranty or other provision of these terms of sale.
12. Breach and Termination. Any breach of these terms of sale will give Supplier the right to refuse all further orders. If Supplier has any reason to believe that Customer is in breach of these terms of sale, pending completion of any investigations it chooses to carry out, Supplier reserves the right, in its sole discretion, to suspend or refuse further sales to



Customer. Without prejudice to any other rights or remedies which Supplier may have, Supplier may terminate these terms of sale immediately on giving notice to Customer: (i) if Customer commits a breach of these terms of sale and fails to remedy that breach within ten (10) working days of being notified in writing of the breach; (ii) in the event of insolvency of, assignment for the benefit of creditors by, or the initiation of bankruptcy proceedings by or against, Customer; or (iii) Customer suspends or ceases, or threatens to suspend or cease, to carry on all or substantially all of its business.

13. Force Majeure. A party shall not be deemed to have defaulted to perform hereunder if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of government, embargoes, fire, flood, explosion, effects of COVID-19 pandemic, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, or the inability to procure necessary raw materials, supplies, or equipment.
14. Miscellaneous. This Agreement, Customer's standard terms and conditions and Customer's associated Purchase Order constitute the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement cannot be changed, modified or amended except by written instrument duly executed by both parties. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. Customer shall retain title to the raw ingredient used in the production of the Product and stored at Supplier's facility. Supplier shall retain title to finished Product until it leaves Supplier's facility. Supplier shall bear the risk of loss or damage to any of the Products (including finished Product) that occurs prior to the departure of the designated carrier from Supplier's facility. Customer shall bear the risk of loss or damage to any of the Products after departure from Supplier's facility. The validity, construction and performance of this Agreement shall be governed by the laws of the State of South Dakota in the United States of America as applied to contracts entered into and to be performed entirely within South Dakota. The parties agree that in the event of any disputes, the parties shall attempt to resolve the matter between themselves prior to commencing litigation. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts in Minnehaha County in the State of South Dakota in the United States of America, which courts shall have exclusive jurisdiction. The parties hereby expressly consent to the personal jurisdiction of the federal and state courts within the State of South Dakota without reference to its conflict of law rules that would make the laws of another jurisdiction apply. These terms of sale, and/or any part thereof shall not be wholly or partially assigned by Customer without Suppliers prior written approval. However, Supplier may assign these terms of sale, or any part thereof to any third party without the approval of Customer. This Agreement is binding to the parties hereto, and shall inure to the benefit of their respected successors and permitted assigns.





Exhibit A

Returns Authorization

A. Authorization must be obtained by Customer prior to returning Product¹ to Supplier

Buyer must send by email to Supplier Customer Service at orders@medgenelabs.com with the following information provided:

1. Reason for return
2. Item number
3. Quantity
4. Lot number
5. Expiry date

B. Customer Service will forward a Returns Material Authorization number ("RMA") to Customer along with return instructions. The Returns Material Authorization number and return goods packing list must be included with returned shipment.

C. In the event that multiple cases are required to return Product, each case must clearly be labelled as such (i.e., 1 of 3, 2 of 3, 3 of 3) and each case must be marked with the Returns Material Authorization number and return goods packing list only listing included Product in each case.

D. No credit will be given for return shipments that do not include authorized and valid RMA. Only those Products previously authorized will be considered for credit.

E. Supplier staff is not permitted to pick up Product for return purposes.

F. When Products are returned by Customer because of a manufacturing defect, Customer shall immediately notify Supplier Customer Service Center at orders@medgenelabs.com of the complaint.

¹ Customer Service will notify the warehouse of the upcoming product return, where such returned product shall be processed for quarantine and destruction.