

TERMS & CONDITIONS OF PURCHASE:**1. Definitions.**

Any capitalized terms not defined in these Terms of Sale will have the meaning attributed to them in the documents to which these Terms of Sale are attached.

(a) "Buyer" means RhizeBio, Inc., a Delaware (U.S.A.) corporation.

(b) "Materials" means the raw materials, finished goods, parts, components, articles, or other items covered by the Purchase Order, including any Work Product (as defined below) and other deliverables (if any) delivered in connection with the performance of the Services.

(c) "Purchase Order" means the purchase order issued by Buyer to Supplier.

(d) "Services" means the services, work, or other performance obligations covered by the Purchase Order.

(e) "Supplier" means the individual or entity providing the goods and/or Services covered by the Purchase Order.

2. Offer and Acceptance.

These Terms and Conditions of Purchase (the "**Terms**"), together with the Purchase Order or other documents to which these Terms are attached or incorporated by reference, constitute an offer by Buyer to purchase the Materials and/or Services (as applicable) from Supplier in accordance with and subject to the terms herein.

The Purchase Order is not binding on Buyer until it is accepted by Supplier. Supplier will be deemed to have accepted the Purchase Order when it (a) sends Buyer notice of acceptance in writing, (b) starts to perform the Services in accordance with the terms of the Purchase Order, and/or (c) delivers any or all of the Materials covered by the Purchase Order, whichever occurs first. Buyer may withdraw the Purchase Order at any time before it is accepted by Supplier. No contract will exist except herein provided.

Supplier's acceptance is expressly limited to these Terms. Any invoice, acknowledgement or other communication issued by Supplier in connection with the Purchase Order will be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the Purchase Order and will not be considered to be Supplier's exceptions to these Terms. Any additional or different terms proposed by Supplier are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by Buyer. Furthermore, Buyer will not be bound by, any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by Buyer in connection with the Materials and/or Services (as applicable) or the Purchase Order.

3. Documents.

Any contract that arises from the Purchase Order will comprise the following documents:

- (a) the Purchase Order, including any special conditions set forth therein;
- (b) these Terms; and
- (c) any specification or description provided by Buyer to Supplier.

In the event of any conflict or inconsistency between the documents set forth above, the document first listed will prevail.

4. Delivery.

(a) "Delivery Date". Supplier will deliver the Materials and/or complete performance of the Services (as applicable) on the date(s) specified in the Purchase Order (the "Delivery Date"). If no delivery date is specified, Supplier will deliver the Materials and/or complete performance of Services (as applicable) within thirty (30) days of Supplier's receipt of the Purchase Order (which date will be the Delivery Date). Timely delivery of the Materials and timely performance of the Services are of the essence.

(b) "Delivery Location". All Materials will be delivered to, and all Services will be performed at, the address specified in the Purchase Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

(c) "Delivery Term". Any Materials covered by the Purchase Order will be delivered in accordance with the delivery terms specified therein. If no delivery terms are specified, all deliveries will be made DDP Delivery Location (INCOTERMS 2020).

(d) "Notice; Documents". When Materials are delivered to a carrier for transportation, Supplier will give prompt written notice to Buyer and provide Buyer all documents necessary to release the Materials to Buyer. The "PO Number" indicated in the Purchase Order must appear on all applicable shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

(e) "Title; Risk of Loss". Title to the Materials covered by the Purchase Order (if any) passes to Buyer upon delivery of the Materials. Supplier bears all risk of loss or damage to the Materials until delivery.

(f) "Packaging". All Materials covered by the Purchase Order must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Materials are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of packaging materials will be made at Supplier's expense.

(g) "Quantity". The specific quantity of any Materials ordered must be delivered in full and

not be changed without Buyer's written consent. If Supplier delivers more or less than the quantity of Materials ordered, Buyer may reject all or any of the Materials. Any such rejected Materials will be returned to Supplier at Supplier's risk and expense. If Buyer does not reject the Materials and instead accepts the delivery of Materials at the increased or reduced quantity, the Price for the Materials will be adjusted on a pro-rata basis.

5. Inspection, Rejection and Acceptance.

(a) Inspection and Rejection. All Materials and Services are subject to Buyer's right of inspection and rejection on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Materials, and may reject all or any portion of the Materials and/or Services if it determines that the Materials or Services are defective or otherwise do not conform to the descriptions and specifications delivered in connection with in the Purchase Order or otherwise communicated to Supplier in writing.

(b) Consequence of Rejection. If Buyer rejects any portion of the Materials and/or Services (as applicable), Buyer may, upon written notice to Supplier: (i) rescind the Purchase Order in its entirety; (ii) accept the defective and/or non-conforming Materials and/or Services (as applicable) at a reasonably reduced Price; or (iii) reject the non-conforming Materials and/or Services (as applicable) and require the replacement or re-performance (as applicable) thereof.

(c) Replacement or Re-performance. If Buyer requires replacement or re-performance of non-conforming Materials and/or Services (as applicable), Supplier will, at its expense, promptly replace or re-perform the non-conforming Materials and/or Services (as applicable) and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Materials and the delivery of replacement Materials. If Supplier fails to timely deliver replacement Materials or re-perform Services (as applicable), Buyer may replace the non-conforming Materials and/or Services (as applicable) with goods and/or services (as applicable) from a third party and charge Supplier the cost thereof and terminate the Purchase Order for cause. Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Buyer will have the right to conduct further inspections after Supplier has carried out its remedial actions.

(d) Failure to Deliver. If Supplier fails to deliver the Materials and/or perform the Services (as applicable) in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Supplier and Supplier will indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Materials and/or Services (as applicable) on the Delivery Date.

6. Price and Payment.

(a) Prices. The price of the Materials and/or Services (as applicable) is the price stated in the Purchase Order, or If no Price is specified in the Purchase Order: (i) the price set out in Supplier's published price list in force as of the date of the Purchase Order, or (ii) the price last quoted or billed by Supplier at the prevailing market price, whichever is lower (the "Price").

(b) Most Favored Customer. Supplier warrants that the Prices for the Materials and/or Services (as applicable) to be provided are not less favorable than those currently extended to any other customer for the same or similar goods and services. In the event Supplier reduces its prices for such goods or services prior to accepting the Purchase Order or during the term of performance of the Purchase Order, Supplier agrees to reduce the Prices charged to Buyer accordingly.

(c) Price Inclusive. Supplier warrants that the Prices shown in the Purchase Order are complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating. No additional charges will be added to the Price, nor will any increase in the Price last quoted or charged to Buyer be effective, whether due to increased materials, labor or transportation costs or otherwise, without the prior written consent of Buyer.

(d) Invoicing. Supplier will not issue an invoice to Buyer prior to delivery of the Materials and/or completion of the Services (as applicable) except as specified in the Purchase Order, and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in United States dollars unless otherwise stated in the Purchase Order.

(e) Payment Terms. Buyer will pay all properly invoiced amounts due to Supplier in accordance with the payment terms specified in the Purchase Order. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Supplier within thirty (30) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer will deliver a written statement to Supplier listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith. Supplier will continue performing its obligations under the Purchase Order notwithstanding any such dispute.

(f) Set-Off; Recoupment. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off or recoup, at any time, any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

7. Force Majeure.

Neither party will be liable for any delay or failure in performing its obligations under the Purchase Order (including failure to take delivery of the Materials) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, but not limited to, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events excusing such party's performance. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Purchase Order for a continuous period of more than thirty (30) days, Buyer may terminate the Purchase Order immediately by giving written notice to Supplier.

8. Warranties.

(a) Construction and Interpretation.

The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity (collectively, the "Warranties"). It is the intent of Buyer and Supplier that if any Warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from the Purchase Order. All Warranties will run to Buyer, its customers and subsequent owners of the Materials and/or Services (as applicable) to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. All Warranties will be construed liberally in favor of Buyer. All Warranties will be construed as conditions as well as promises.

(b) Warranties of Materials. Supplier warrants to Buyer that any Materials to be delivered pursuant to the Purchase Order will (i) be merchantable, (ii) be free from any defects in workmanship, materials and design, (iii) be manufactured, packaged, labeled, handled, shipped and stored by Supplier or its agent in a good and workmanlike manner at quality levels consistent with industry standards and in accordance with all applicable specifications, drawings, designs, samples and other requirements specified by Buyer, (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate

any letters patent, trademark or copyright issued or granted by the United States, Canada or the European Union or any other intellectual property rights of any third party.

(c) Warranties of Services. With respect to all Services (if any) to be performed under the Purchase Order, Supplier warrants to Buyer that (i) Supplier will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all specifications provided by Buyer, (ii) Supplier will devote adequate resources to meet its obligations under the Purchase Order, and (iii) Supplier's performance of the Services will not infringe or misappropriate any letters patent, trademark or copyright issued or granted by the United States, Canada or the European Union or any other intellectual property rights of any third party.

(d) Further Warranties. Supplier further warrants to Buyer that (i) Supplier's acceptance of, or performance under, the Purchase Order does not result in a conflict of interest between Supplier or any third party, (ii) Supplier has the full legal right to provide all Materials and/or Services (as applicable), and that there is no claim, litigation or proceeding pending or to its knowledge threatened against Supplier with respect to such Materials and/or Services, or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person, and (iii) Supplier will obtain and maintain all permits, licenses, and consents required in connection with its performance under the Purchase Order.

(e) Warranty Periods. All Warranties set forth in these Terms will remain in effect for a period of two (2) years from the date of acceptance of the Materials and/or Services (as applicable) by Buyer, and will not be deemed waived by reason of Buyer's receipt, inspection, or acceptance of, or by payment for, the Materials and/or Services (as applicable).

(f) Remedy. Promptly upon discovery by Supplier or notice from Buyer of any breach of any of the Warranties, Supplier will, at its expense, promptly replace or re-perform the non-conforming Materials and/or Services (as applicable) and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Materials and the delivery of replacement Materials. Replacement Materials and re-performed Services will be warranted on the same terms as the Materials or Services originally provided. If Supplier fails to timely deliver replacement Materials or re-perform Services (as applicable), Buyer may replace the non-conforming Materials and/or Services (as applicable) with goods and/or services (as applicable) from a third party and charge Supplier the cost thereof and terminate the Purchase Order for cause.

(g) Notice of Breach. Notice of breach of warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by Buyer as the basis for breach. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Materials and/or Services (as applicable) with the foregoing warranties.

9. Compliance.

(a) Compliance with Laws. Supplier warrants that, in performing its obligations under the Purchase Order, Supplier will comply (and will require all of its employees and other agents involved in Supplier's performance under the Purchase Order to comply) with all applicable laws, codes, regulations, rules and orders in the performance of the Purchase Order and that any Materials have been manufactured in compliance with all laws, codes, regulations, rules and orders. Supplier further warrants that it will not discriminate against any applicant or employee because of race, color, religion, sex or national origin.

(b) Anti-Bribery. Supplier acknowledges that Buyer is subject to the U.S. Foreign Corrupt Practices Act and anti-bribery and anti-corruption laws in various other jurisdictions. Supplier warrants that it will (i) comply in all respects with such laws, rules and regulations related thereto, including the comparable laws of all jurisdictions where it or its agents are conducting business, (ii) provide written certification of its compliance with the foregoing when asked by Buyer, and (iii) cooperate with Buyer and its designees at Supplier's expense in any inquiry or investigation of Supplier or its agents regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.

(c) Child Labor and Forced Labor. Supplier warrants that it does not employ children, prison labor, indentured labor, bonded labor or use corporal or other forms of mental and physical coercion as a form of discipline. Moreover, Supplier agrees that it will not conduct business with vendors employing children, prison labor, indentured labor, bonded labor or who use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, Buyer and Supplier agree to define "child" as less than 16 years of age. Buyer may audit Supplier's premises to ensure compliance with this warranty.

(d) Conflict Minerals. With respect to any and all Materials (if any) delivered under the Purchase Order, Supplier warrants that such Materials will at no time contain any "conflict minerals" as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC). Supplier

will immediately notify Buyer if at any time the foregoing representation becomes inaccurate or incomplete.

10. Indemnification.

Supplier agrees to indemnify, defend and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, customers and agents, from and against any and all claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability, including reasonable attorneys' fees, arising out of or resulting in any way from (i) Supplier's manufacture and/or supply of Materials to Buyer, (ii) Supplier's performance of Services, (iii) any defect in the Materials, (iv) the negligence or willful misconduct of Supplier, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits, (vi) Supplier's breach of any representation, warranty, covenant or other obligation hereunder, and/or (vii) the infringement of any third party proprietary rights with respect to (A) Services performed by Supplier, and/or (B) Materials supplied by Supplier (including, without limitation, with respect to Supplier's manufacture and/or Buyer's use or possession thereof). Supplier's obligation to indemnify will survive the expiration or termination of the Purchase Order by either party for any reason. Supplier may, at its option, conduct the defense of any third-party action and Buyer will cooperate with Supplier's defense as reasonably requested. If the use or sale of any Materials is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Buyer may have hereunder or by law, Supplier, at no expense to Buyer, will obtain for Buyer and its customers the right to use and sell said item, or will substitute an equivalent item, acceptable to Buyer, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Buyer or its customers, Supplier will indemnify Buyer and its customers for any and all losses or damages sustained by reason of such injunction.

11. Insurance.

(a) In General. Supplier will be solely responsible for maintaining such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier will provide Buyer with certificates of insurance or evidence of coverage. Supplier will provide adequate coverage for any of Buyer's property under the care, custody or control of Supplier.

(b) On-Site Work. If Services are to be performed on the Buyer's premises or the premises of a client of the Buyer at any tier, Supplier will obtain and maintain in force during the term of this contract

the insurance cover described in paragraph (a) above or in the Purchase Order, or the insurance cover described below, whichever affords greater coverage:

(i) Workers' Compensation Insurance with, at a minimum, the statutory limits of the Workers' Compensation laws applicable in the state(s) in which the services are being performed.

(ii) Automobile Liability Coverage covering all owned, non-owned, and hired automobiles, trucks, and trailers, whether licensed or unlicensed with coverage limits of not less than \$1,000,000 combined single limit for each occurrence for bodily injury and property damage.

(iii) Commercial General Liability coverage covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with policy limits of:

- A. \$1,000,000 Each Occurrence
- B. \$2,000,000 General Aggregate

(iv) Employer's Liability coverage in an aggregate amount of not less than \$1,000,000 per occurrence

(c) Requirements Applicable to All Insurance. In no event will the foregoing coverage limits affect or limit in any manner Supplier's contractual liability for indemnification under these Terms. Damage to Buyer's premises or manufacturing facilities caused by Supplier's workmen will be repaired to the satisfaction of Buyer at Supplier's expense.

12. Termination.

(a) Termination for Cause. Buyer may cancel all or any part of the undelivered portion of the Purchase Order if Supplier does not provide conforming Materials and/or Services as specified, time being of the essence, or if Supplier breaches any of the terms hereof including, without limitation, the Warranties.

(b) Termination for Convenience. Buyer may terminate the Purchase Order in whole or in part for convenience upon written notice to Supplier, in which event Supplier will be entitled only to reasonable termination charges consisting of actual direct costs resulting from termination.

13. Confidentiality.

(a) Confidential Information Defined. Each of Buyer and Supplier (each, a "Disclosing Party") may provide Confidential Information to the other (the "Receiving Party") in connection with the Purchase Order. "**Confidential Information**" means information or material that is proprietary or commercially valuable to the Disclosing Party, provided that such information is disclosed

either: (a) in a tangible medium and marked "confidential" or "proprietary" at the time of written disclosure, or (b) orally or by demonstration and within twenty days thereafter is reduced by the Disclosing Party to a writing marked "confidential" or "proprietary." Confidential Information does not include any information that (i) the Receiving Party lawfully knew without restriction before disclosure by the Disclosing Party, (ii) is now or becomes publicly known through no wrongful act or failure to act of the Receiving Party, (iii) developed by the Receiving Party independently without use of Confidential Information, or (iv) is hereafter lawfully furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure.

(b) Obligations of Receiving Party. The Receiving Party: (i) will keep all Confidential Information in confidence during and following termination or expiry of the Purchase Order; (ii) will not directly or indirectly disclose any Confidential Information except as required pursuant to a requirement of a government agency or law, provided that the Receiving Party provides prompt notice to the Disclosing Party of such requirement prior to such disclosure; (iii) will limit its intentional distribution of Confidential Information to those who have a need to know; (iv) will in no event use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information; (v) not use Confidential Information except in the course of performing its obligations under the Purchase Order; and (vi) will not use Confidential Information for its own benefit or for the benefit of any third party.

(c) Other Agreements. The terms of this Section are in addition to, and will complement and supplement any other agreement between the parties regarding confidentiality or security of information..

14. Intellectual Property; License.

As between the parties, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Supplier alone or with others which result from or relate to any Services performed under the Purchase Order (collectively, "Work Product"), and all rights with respect thereto, will at all times be and remain the sole and exclusive property of Buyer. Standard goods manufactured by Supplier and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product and, as between the parties, all rights with respect thereto will remain the sole and exclusive property of Supplier. The foregoing notwithstanding, Supplier hereby grants to Buyer a non-exclusive, royalty-free worldwide license to use such of Supplier's intellectual

property, if any, as required to give Buyer full benefit of any Materials that incorporate such Supplier intellectual property. Except as otherwise set forth herein, as between them, each of Buyer and Supplier will retain the sole and exclusive rights in all of its intellectual property.

15. Miscellaneous.

(a) Cumulative Remedies. Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.

(b) Assignment. Neither the Purchase Order nor any of the rights and obligations of Supplier thereunder may be assigned or transferred by Supplier without the prior written consent of Buyer. The Purchase Order will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section will be void.

(c) Relationship of Parties. Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Buyer, and are therefore not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Supplier will be responsible for all costs and expenses incident to performing its obligations under the Purchase Order and will provide Supplier's own supplies and equipment. Except as otherwise set forth in these Terms, the manner and means of providing the Materials and/or Services (as applicable) to Buyer are subject to Supplier's sole control.

(d) Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the Purchase Order will be in writing and sent by mail, overnight courier or facsimile, to (x) Supplier at the address indicated in the Purchase Order, or (y) Buyer, at the address indicated in the Purchase Order, or to such other address as one party may later specify to the other party in writing. Delivery of any such notices will be deemed sufficient in all respects and to have been duly given as follows: (i) on the actual date of service if delivered personally; (ii) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; (iii) at the time of receipt if given by electronic mail to the e-mail addresses set forth in the Purchase Order or otherwise communicated to the other party; provided, however, that a party sending notice by electronic delivery will bear the burden of authentication and of proving transmittal, receipt and time of receipt; (iv) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section; or (v) on the day after delivery to a

nationally recognized overnight courier service during its business hours.

(e) No Exclusivity or Minimums.

The Purchase Order is a non-exclusive agreement. Buyer is free to engage others to provide goods or services the same as or similar to the Materials and/or Services (if any) to be provided under the Purchase Order. Buyer is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

(f) Entire Agreement. The Purchase Order, together with these Terms any other documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the purchase and sale of the Materials and/or Services (as applicable), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order.

(g) Amendment and Modification.

No change to the Purchase Order or to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.

(h) Waiver. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(i) Language. The only official version of the Purchase Order, and all communications related to the Purchase Order, will be in the English language.

16. Governing Law; Disputes.

(a) Governing Law. The Purchase Order will be governed and construed according to the laws of the State of North Carolina, U.S.A., without regard to principles of conflicts of law.

(b) Dispute Resolution.

If the Purchase Order was issued to the Supplier at an address within the United States any controversy or claim arising out of or relating to this to the Purchase Order shall be settled by litigation the state or federal courts in Mecklenburg County, North Carolina. Buyer and Supplier hereby submit to the personal jurisdiction of those courts for such purpose. Buyer hereby waives the right to a jury trial.

If the Purchase Order was issued to the Supplier at an address outside the United States any controversy or claim arising out of or relating to the Purchase Order shall be settled by arbitration in accordance with the International Arbitration Rules of

the International Centre for Dispute Resolution. The International Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds 10,000 USD exclusive of interest and the costs of arbitration. All disputes shall be heard by a single arbitrator. The place of arbitration shall be Mecklenburg County, North Carolina. The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all/both) parties. Notwithstanding any language to the contrary in the contract documents, the parties hereby agree that a Final Award issued may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"). Appeals must be initiated within thirty (30) days of receipt of a Final Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the International Centre for Dispute Resolution. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof