**MASTER TERMS AND CONDITIONS OF SALE AND SERVICE**

**1. Definitions**

**1.1. Definitions:**

* Seller refers to Giner, Inc.
* Buyer refers to the company ordering the goods/services.
* Products refers to the articles or things specified in the Purchase Order, including packing materials, containers, and accompanying pallets.
* Services refers to the work described in or attached to the Purchase Order.
* Contract refers to the contract between the Buyer and the Seller consisting of the Purchase Order, the Quotation, these conditions, and any other document specified in the Purchase Order.

**2. Purchase and Acceptance**

**2.1. Purchase:**

Seller’s invoice includes and sets forth the exclusive terms and conditions under which Buyer shall purchase and Seller shall sell the Products or perform Services.

**2.2. Acceptance of Conditions:**

The Purchase Order constitutes an offer on the part of the Buyer to purchase the Products or Services in the Purchase Order, which must be accepted in writing by the Seller or by the actual execution of the Purchase Order by the Seller.

**2.3. Supply Agreement Precedence:**

Notwithstanding anything else herein to the contrary, the terms of any existing Supply Agreement govern the terms and conditions of any sale. In case of conflict, the following order of precedence will prevail:

* The Supply Agreement, if one has been mutually executed between the Seller and Buyer;
* Supply Agreement Attachments, if any;
* These Terms and Conditions of Sale;
* The description of Components and Services described in an accepted purchase order from Buyer;
* Drawings, specifications, and related documents specifically incorporated herein by reference.

**2.4. Buyer's Forms:**

The Buyer may use its standard business forms to administer the purchase of the Components and Services, but use of such forms is for Buyer’s convenience only and does not alter the terms and conditions of the sale.

**3. Prices and Payments**

**3.1. Purchase Price:**

All prices are stated in United States dollars unless otherwise specified in the Purchase Order. No variation in the price will be accepted unless confirmed by the Seller in writing. In addition to the prices specified, the amount of any sales, use, services, excise, or other tax imposed by any governmental authority shall be paid by the Buyer. Prices do not include insurance coverage, excise taxes, U.S. State taxes, U.S. Federal taxes, import duties, export duties, any other taxes, customs duties, or consular fees, all of which, if applicable, shall be for the account of the Buyer.

**3.2. Payment Terms:**

Payment terms are net 30 days from the date of invoice. The Seller reserves the right to request payment in full before shipment, or to modify or withdraw credit terms at any time.

Any amounts not paid when due will incur interest at a rate of 1.5% per month from the invoice date, or at the highest legal rate allowed. The Buyer shall bear all costs of collection, including attorney fees, arbitration fees, and court costs, if applicable.

**4. Delivery and Shipment**

**4.1. Delivery Requirements:**

Unless otherwise specified by Seller, all shipments are Ex Works Origin. Full risk of loss and title to the Products shall pass to Buyer upon transfer of products at Ex Works Origin. Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller’s reasonable control.

**4.2. Cancellations and Returns:**

No order may be cancelled, and no Products may be returned for credit, repair, or replacement without the prior written consent of the Seller. Orders in process, transit, or delivered that are cancelled or returned with Seller’s written authorization will be subject to a 15% restocking fee. If Buyer requests products to be stored on their behalf and Seller agrees to store products, then the actual cost of storage will be billed to Buyer, and the Buyer is responsible for risk of loss and storage while the product is in storage.

**5. Services and Compensation**

**5.1. Provision of Services:**Seller agrees to provide Services to Buyer in accordance with the terms of this Purchase Order and the Statement of Work.

**5.2. Compensation:**Seller will be compensated for Services as set forth in the Statement of Work, but not to exceed the amount set forth on the face of this Purchase Order without Buyer’s prior written approval.

occurring on a weekly payment cycle. Payment will be triggered upon Buyer’s receipt of a valid invoice.

**6. Specifications and Changes**

**6.1. Specifications:**

The Buyer may make changes to the specifications or drawings relating to the Products supplied hereunder only with the prior written consent of the Seller.

**6.2. Changes to Performance:**

Buyer shall have the right to request changes to the performances specified in this Purchase Order. Seller must approve all requested changes in writing. If the requested changes require a substantial amount of additional work, Buyer agrees to compensate Seller accordingly, subject to mutual agreement on the additional costs.

**7. Warranties**

**7.1. Warranties by Seller:**

Supplier shall be responsible for the material and workmanship of all services supplied hereunder and shall warrant that such services shall be free from defects in material and workmanship. In order to submit a warranty claim, the Buyer must provide a detailed description of the issue and any relevant data or information requested by the Supplier for analysis. If the Buyer cannot provide this information for any reason, a warranty claim will not be accepted by the Supplier. While processing a warranty claim, the Supplier may require additional information or conduct an investigation to confirm the nature and cause of the issue. It is the responsibility of the Buyer to cooperate with the Supplier during this process. If the issue is found to have been caused by misuse or improper operation of the Services by the Buyer, a warranty claim may not be accepted by the Supplier. Supplier expressly disclaims.

**7.2. Product Warranty Limitation:**

Products sold are warranted to be free from material defects under normal use and service for 90 days from the date of shipment. Compliance with any outlined usage and storage requirements is necessary to maintain this warranty.

**8. Intellectual Property**

**8.1. Ownership:**

Buyer acknowledges and agrees that all aspects of the Products and Services supplied pursuant to a Purchase Order, including all methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets, software, specifications, documentation, data, methodologies, and all upgrades, changes, modifications, or alterations thereto, remain the exclusive property of the Seller.

**8.2. Assignment and License:**

Seller, on behalf of itself and Seller's personnel, hereby grants, assigns, and transfers to Buyer a non-exclusive, royalty-free, non-transferable license to use the intellectual property strictly as necessary for the delivery of services and use and operation of the Products within the specified operating parameters. Any software supplied with the Products is licensed only for use with the Products in connection with which it is supplied, in its supplied form.

**8.3. Prohibitions:**

The Buyer agrees that it shall not disassemble, analyze, reverse-engineer, or otherwise tamper with any Products or intellectual property supplied by the Seller.

**8.4. Developed Intellectual Property:**

Any intellectual property developed or created while providing the Services shall remain the exclusive property of the Seller. Seller retains all rights, title, and interest in and to all intellectual property. If any foreground intellectual property is jointly developed or created while providing the Services, both parties agree to enter into good faith negotiations to reach an agreement regarding the ownership and use of such foreground intellectual property.

**9. Confidentiality**

**9.1. Proprietary Information:**

All proprietary information furnished or made available by Buyer to Seller or Seller's personnel in connection with the work or services to be performed for Buyer hereunder shall be owned by Buyer and treated as confidential. All proprietary information generated or developed by Seller or Seller's personnel for Buyer shall be owned by Seller unless otherwise agreed in writing.

**9.2. Non-Disclosure:**

Buyer’s purchase order and Payment is confidential between Buyer and Seller, and none of the details connected with it shall be disclosed to any third party without Seller's written consent. Buyer shall not make any use of, or disclose to third parties, any data, designs, drawings, specifications, or other information furnished to it by Seller, except as may be necessary for the completion of delivering the Components pursuant to the terms and conditions of Seller’s invoice. Such data, designs, drawings, specifications, and other information shall remain the exclusive property of Seller.

**10. Limitation of Liability**

**10.1. Liability:**

Seller shall not be liable for any direct, indirect, special, incidental, penal, consequential, or other damages or losses of any nature whatsoever resulting from the misuse or malfunction of any Products or Services supplied hereunder. The remedies of Buyer set forth herein are exclusive. The total liability of Seller with respect to the performance or breach of this agreement, whether based on contract, indemnity, tort, strict liability or otherwise, shall not exceed the contract price of such services or the part upon which such liability is based.

**10.2. Delays and Defaults in Services:**

The Supplier shall not be liable for any delays or defaults in the provision of any Services supplied hereunder and shall not be liable for any failure to provide notice of any such delays or defaults to the Buyer. Without limiting the generality of the foregoing, the Supplier shall not be liable for any delays or defaults resulting from the actions of any subcontractor. The Supplier will ensure that all services are provided in accordance with applicable laws and regulations. The Supplier shall not be liable for any failure to provide the Services that is caused by the Buyer's failure to comply with its obligations under the contract. In the event that the Buyer contracts to receive the Services to be performed on an expedited basis, the Buyer may direct that the Services be so performed, and the cost of such expedited performance shall be for the account of the Buyer, unless otherwise expressly stipulated.

**11. Termination**

**11.1. Termination for Convenience:**

Seller may terminate the Contract, in whole or in part, for its convenience upon providing thirty (30) days prior written notice to Buyer. In the event of such termination, Buyer shall pay Seller for all Products delivered and Services performed up to the date of termination, including any reasonable costs incurred by Seller due to the termination. Buyer may not terminate the Contract for convenience without Seller’s prior written consent.

**11.2. Termination for Cause by Seller:**

Seller may terminate the Contract immediately by giving written notice to Buyer if Buyer breaches any material term of the Contract and fails to cure such breach within thirty (30) days after receipt of written notice thereof. In addition, Seller may terminate the Contract immediately if Buyer becomes insolvent, makes an assignment for the benefit of creditors, or is subject to any bankruptcy or similar proceedings.

**11.3. Termination for Cause by Buyer:**

Buyer may terminate the Contract immediately by giving written notice to Seller if Seller breaches any material term of the Contract and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

**11.4. Effect of Termination:**

Upon termination of the Contract for any reason, Buyer shall promptly pay Seller for all Products delivered and Services performed up to the date of termination, including any reasonable costs incurred by Seller due to the termination. Additionally, each party shall return to the other party any property, documentation, or confidential information belonging to the other party that is in its possession or control.

**11.5. Survival:**

The provisions of the Contract which by their nature should survive termination or expiration, including but not limited to warranty, confidentiality, and intellectual property rights, shall remain in effect after termination or expiration of the Contract.

**12. Miscellaneous**

**12.1. Jurisdiction:**

The construction, validity, and performance of the Contract shall be governed by the laws of the Commonwealth of Massachusetts. All disputes arising in connection with the Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with such rules, and the place of arbitration shall be Boston, Massachusetts.

**12.2. Audit:**

Seller hereby grants to Buyer access to all pertinent records, correspondence, writings, electronic files, drawings, and receipts related to the Services performed by Seller under this Purchase Order. Seller agrees to maintain such records for a minimum period of three (3) years after final payment unless local laws otherwise require a different retention period for any particular records.

**12.3. Independent Contractor:**

It is expressly understood and agreed that the Seller's personnel shall be and will remain Seller's employees or approved subcontractors, and under no circumstances are they to be considered Buyer’s employees or agents.

**12.4. Subcontracting:**

Seller has the right to subcontract any portion of the Services at its discretion. Notwithstanding any subcontracting, Seller shall retain full responsibility for the performance of Services by the subcontractor(s).

**12.5. Force Majeure**

Neither party shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, fires, floods, earthquakes, government restrictions, and power failures. The affected party shall promptly notify the other party of the occurrence of a force majeure event and make reasonable efforts to mitigate its effects. If the force majeure event continues for more than thirty (30) days, either party may terminate the Contract upon written notice to the other party.

**12.6. Electronic Communication:**

Seller shall take action to electronically communicate purchasing and supply chain transactions in a secure (encrypted) manner, including but not limited to receiving Buyer’s RFQs, purchase contracts, and production schedules, as well as sending ASNs, quotes, and proposals to Buyer.

**12.7. Non-Assignment:**

The Payment and the rights and obligations hereunder may not be assigned by Buyer without the prior written consent of Seller.