

**STANDARD TERMS AND CONDITIONS OF SALE**  
**Effective April 19, 2022**

These terms and conditions of sale ("Agreement") are applicable to any purchase or sale order ("Order") placed by you, on behalf of yourself or your company ("Buyer"), and accepted by the provider or supplier of the products and/or services ("Supplier" and together with Buyer, "Parties") unless both Buyer and Seller have entered into a separate, definitive agreement for the purchase and sale of products and services:

**1. SCOPE OF AGREEMENT.** Supplier, upon acceptance of an Order placed by Buyer, will supply the products and services specified in the Order ("Work") to Buyer, pursuant to the terms and conditions of this Agreement and its applicable addenda. Supplier's acceptance of any Order is expressly limited to the terms and conditions of this Agreement, notwithstanding any contrary provision contained in Buyer's purchase orders, acknowledgements, or other documents. Supplier reserves the right to accept or reject any Order in its sole discretion.

**2. PRICE AND TERMS.** (a) The prices payable by Buyer, quantities, and product specifications related to the Work will be specified in the applicable Order. Unless otherwise expressly stated in that Order, all prices exclude shipping, postage, delivery, or freight costs and taxes. (b) Notwithstanding anything to the contrary in this Agreement, any Order, correspondence, discussion, or other contract document between the parties, Supplier shall have the right to increase pricing for the Work at any time prior to the last date of performance of services and/or date of delivery of any product specified in an Order. (c) Payment terms are net thirty (30) calendar days from the date of the invoice. If Buyer does not pay an invoiced amount within terms, Buyer agrees to also pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to (1) postpone Supplier's performance under this Agreement until full payment is made; (2) revoke any credit extended to Buyer; and/or (3) terminate the Order. In the event that Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the reasonable costs, including attorneys' fees, of collecting such amounts from Buyer. In the event of any dispute regarding an invoice, no finance charges will apply if Buyer provides written notice of the dispute prior to the due date for such payment. (d) Upon reasonable request by the Supplier, Buyer shall provide copies of its most recent audited financial statements or other reasonable evidence of its financial capacity and such other information as Supplier reasonable requests to determine credit status or credits limits. (e) Buyer shall provide notice within five (5) business days of the occurrence of any event which materially affects Buyer's ability to perform its obligations under this Agreement including but not limited to events of Force Majeure and any default of any debt obligations of Buyer or of any supplier or sub-contractor of Buyer. (e) . (f) Unless otherwise specified in the Order, Work will be delivered FOB Supplier's manufacturing facility and will be shipped to Buyer via carriers selected by Supplier.

**3. BUYER MATERIALS AND DATA.** (a) Buyer represents and warrants that every item it furnishes for Supplier's performance of the Work (i) does not infringe any Intellectual Property rights of any third party; (ii) is not libelous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party. (b) Buyer warrants that it has the right to use and to have Supplier use on behalf of Buyer any data provided to Supplier or its Affiliates by Buyer including specifically customer names, identifying information, addresses and other contact information and related personal information ("Data"). Buyer further warrants that it shall designate on the applicable Order if Data provided pursuant to that Order is subject to HIPAA, Gramm-Leach-Bliley or other statutes providing enhanced data protection or requiring enhanced data security procedures.

**4. INVENTORY.** Addendum 1 to this Agreement is incorporated herein and shall apply to any inventory stored, warehoused, or otherwise maintained by the Supplier on behalf of Buyer.

**5. SOS PRODUCTS.** Addendum 2 to this Agreement is incorporated herein and shall apply to all Work that Supplier deems related to SOS Products and Services as defined in Addendum 2.

**6. INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and information and processes, embodying proprietary data, know-how, and other intellectual property (collectively, "Intellectual Property") existing and owned by Buyer as of the date of the Order or made or conceived by employees of Buyer during the Term of the Order shall be and remain the sole and exclusive property of Buyer provided that Buyer grants to Supplier a license to use, display and distribute (and to sub-license its affiliates and sub-contractors to use, display and distribute) any intellectual property rights delivered to Supplier as reasonably necessary to perform any Order. Any and all Intellectual Property existing and owned by Supplier as of the date of the Order or made or conceived by employees, consultants, representatives or agents of Supplier during the term of this Agreement shall be and remain the sole and exclusive property of Supplier. Without limiting the generality of the foregoing, the parties agree that Supplier will own systems (including all web source code) related to the Services provided hereunder, including all modifications, upgrades and enhancements thereto made during the term of the Order. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Supplier is in the business of developing customized print and e-

commerce solutions, and the provision of print and fulfillment order services, and that Supplier shall have the right to provide the same or similar services to third parties and to use or otherwise exploit any Supplier materials in providing such services. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related Intellectual Property, of Supplier either existing or developed during the course of the business relationship with Supplier, and in no event shall Supplier acquire and right, title, or interest in and to any materials or information provided to Supplier by Buyer.

**7. CONFIDENTIAL INFORMATION.** All information disclosed by either party to the other party (collectively, "Confidential Information") shall be and remain the property of the disclosing party. Confidential Information shall not include information which: (i) was in the possession of the receiving party at the time it was first disclosed by the disclosing party; (ii) was in the public domain at the time it was disclosed to the receiving party; (iii) enters the public domain through sources independent of the receiving party and through no breach of this provision by the receiving party; (iv) is made available by the disclosing party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing party; or (vi) was at any time developed by the receiving party independently of any disclosure by the disclosing party. Confidential Information may be used to the extent necessary to perform under this Agreement and the parties shall not disclose Confidential Information to any third party, except as necessary to provide the Work hereunder.

**8. INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other party, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on the indemnifying party's breach of any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement, or the indemnifying party's grossly negligent and/or willful misconduct in carrying out its obligations under the Order or this Agreement, provided that in no event shall Supplier be responsible for any claims arising out of its compliance with instructions, requirements, or specifications approved, provided, or required by or required by Buyer (including the use of information, artwork, logos, and/or trademarks provided by Buyer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct. In order to avail itself of this indemnity provision, the indemnified party shall promptly provide notice of any such claim to, tender the defense of the claim to, and cooperate in the defense of the claim with the indemnifying party. The indemnifying party shall not be liable for any cost, expense, or compromise incurred or made by the indemnified party without the indemnifying party's prior written consent.

**9. BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party materially breaches any term of the Order or this Agreement, the non-breaching party shall have the right to terminate the Order upon written notice to the other party, consistent with the right to cure opportunity provided below. Failure to properly demand compliance or performance of any term of the Order or this Agreement shall not constitute a waiver of rights hereunder and prior to any claim for damages being made for non-conformance or breach. Buyer agrees to provide Supplier with reasonable notice of any alleged non-conformance in the Work or performance under the Order or this Agreement and Supplier shall have a reasonable opportunity to cure any such alleged non-conformance or breach.

**10. WARRANTY.** Supplier warrants that the Work shall reasonably conform to mutually agreeable written specifications in all material respects. Supplier may provide Buyer with a proof of products for Buyer approval. Seller may rely on Buyer's approval of any proof, which shall be conclusive acceptance of the product design and content. Upon such approval, Buyer will be responsible for the payment of all fees associated with the applicable Order, as specified in such Order. If Buyer supplies stock materials or other items incorporated into the Work, Supplier shall not be responsible for any issues related to the quality, process, or appearance of the products. The representations and warranties set forth in this Agreement are in lieu of all other warranties, express or implied, including the warranties of (i) merchantability, (ii) fitness for a particular, intended or special purpose or use, and (iii) non-infringement, all of which are expressly disclaimed. No express or implied warranties shall be created or arise from course of dealing, course of performance, or usage of trade.

**11. LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in any Order or this Agreement, (a) Supplier shall not be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages whatsoever, including without limitation, any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages, whether or not the possibility of such damages was disclosed in advance or could have been reasonably foreseen by the other party; and (b) the aggregate and cumulative liability of Supplier arising out of or relating to any transaction between the parties shall not exceed the total amount actually paid by Buyer to Supplier under the specific order, invoice, or other billing document for goods or services related to such damage during the one (1) month period immediately preceding the date the damage first occurred. If the products do not conform to written specifications, Supplier shall promptly repair or replace the product. If the products cannot be repaired, replaced, or made non-infringing within thirty (30) days after Supplier receives Buyer's written notice of nonconformance, Buyer's sole and exclusive remedy for nonconformance shall be the right to reject the nonconforming products and, if Buyer has paid for such products, Supplier shall reimburse Buyer the amount Buyer paid for the nonconforming products. The foregoing limitations, exclusions, disclaimers, and remedies shall apply to the maximum extent permitted by Law, even if any remedy fails its essential purpose.

**12. NOTICE.** Any notice sent pursuant to any Order or this Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the appropriate address on such Order or to such address as either party may designate. A copy of any notice to Supplier shall be also sent to Chief Legal Officer, 1725 Roe Crest Drive, North Mankato, Minnesota 56003 together with a copy the Order. Notices shall be effective upon receipt.

**13. ASSIGNMENT.** Orders and this Agreement, and the rights, interests, and obligations related thereto, may not be assigned to a non-affiliate, third party by either party (whether by operation of law or otherwise) without the prior written consent of the other party. Except as otherwise provided, each Order and this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

**14. STATUS.** Buyer and Supplier are separate entities. Nothing in any Order or this Agreement shall be construed as creating a partnership or any employer-employee or joint venture relationship.

**15. COMPLIANCE WITH LAW.** Each party shall comply with all state, federal and local laws and regulations applicable to its operations and performance under this Agreement.

**16. GOVERNING LAW.** The Order and this Agreement shall be governed by the laws of the State of Minnesota, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to an Order or this Agreement shall be commenced in a federal court in Minnesota or in state court in the County of Nicollet, Minnesota, and the appellate courts thereof, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court. The parties expressly waive any right to a jury trial and agree that any such litigation shall be tried by a judge without a jury and the prevailing party shall be entitled to recover its expenses, including reasonable attorney's fees, from the other party.

**17. FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from any circumstance not within the reasonable control of the party affected, including without limitation, acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, material shortages, significant fluctuations in raw material markets, unusual price instabilities, labor shortages or disruptions, cyber or hostile network attacks, inability to obtain raw or finished materials, or inability to secure transport (such event, a "Force Majeure").

**18. SURVIVAL.** In the event any provision of an Order or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of such Order and this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.

**19. ENTIRE AGREEMENT.** The Order, this Agreement and any quotation issued by Supplier, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings between the parties. No proposal, order confirmation, acceptance, or any other terms or provisions provided by either party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be disregarded and ineffective. No party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in the Order or this Agreement. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Order or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.

## ADDENDUM 1 INVENTORY ADDENDUM

**1. STORED INVENTORY.** (a) Stored Inventory. Supplier may store, at Buyer's request if approved by Supplier, the Buyer Owned Property, the Supplier Managed Property or Buyout Property (collectively, "Stored Inventory") at a Supplier Facility selected by Supplier. Buyer Owned Property, Supplier Managed Property and Buyout Property are more specifically described and defined below.

(b) Storage Period. Supplier may store, at Buyer's request if approved by Supplier, the Stored Inventory for initial storage period not to exceed one hundred eighty (180) days ("Initial Storage Period"). Supplier shall release the Stored Inventory, in whole or partial carton shipments, for delivery to Buyer in accordance with the provisions of the Agreement and this Addendum. At the expiration of the Initial Storage Period, and except as provided under Supplier Managed Property Section (c), Supplier shall invoice and ship all Stored Inventory that are remaining in storage to Buyer, in accordance with the provisions of the Agreement and this Addendum. Supplier may, in its sole discretion, approve an extended storage period of three (3) months beyond the Initial Storage Period ("Extended Storage Period") at Supplier's then-current storage rates for the Stored Inventory, regardless of how the storage fees are originally assessed or priced. The aggregate of the Initial Storage Period and the Extended Storage Period (collectively, "Storage Period") shall not exceed two hundred seventy (270) days for any Stored Inventory.

(c) Storage Fees. During any Storage Period, Buyer shall pay Supplier, as applicable, all costs, charges, fees, and expenses relating to the receipt, warehousing, storage, handling, and inventorying Stored Inventory at Supplier's then current rates or as more specifically identified in an SOW (collectively, "Storage Fees"). All Storage Period fees will be invoiced by Supplier to Buyer periodically at its discretion. For clarity: (1) Storage Fees may be assessed in addition to the price for the Stored Inventory. In such case, at the end of the applicable Storage Period, Supplier will ship and invoice Buyer for value of any remaining Stored Inventory, plus the applicable Storage Fees assessed; (2) Alternatively, Supplier may agree to include or "bundle" Storage Fees as part of the overall price for the Stored Inventory. In such case, at the end of the applicable Storage Period, Supplier will ship and invoice Buyer for value of the merchandise at the agreed upon "bundled" price.

(d) Buyer and Supplier may agree to have Supplier replenish Stored Inventory and keep replenishment levels at a certain threshold quantity. Supplier may utilize Buyer-provided demand forecasts or recent usage levels to determine the appropriate quantity level. If Buyer anticipates a change in demand, Buyer shall promptly notify Supplier and advise Supplier of the applicable threshold quantities required. Buyer shall be responsible for all Storage Fees (defined below) related to replenishment of Stored Inventory.

**2. BUYER OWNED PROPERTY.** As may be more specifically described in a SOW, Supplier may receive, warehouse, store, and inventory products, materials, and other goods that are purchased and owned by Buyer ("Buyer Owned Property") at one or more Supplier's designated warehouses ("Supplier Facility") to facilitate efficiencies in the performance of the Work. In the event Supplier receives, warehouses, stores, and/or inventories Buyer Owned Property at a Supplier Facility: (a) Buyer shall pay Supplier all Storage Fees associated with the Buyer Owned Property. (b) Supplier shall not at any time be liable for any loss or damage to the Buyer Owned Property and Buyer shall at all times have and hereby assumes all liability and risk of loss and damage for the Buyer Owned Property, unless such liability, loss, or damages is caused by the gross negligence or willful misconduct of Supplier. (c) Buyer shall obtain sufficient insurance coverage to protect both Parties against any loss of or damage to the Buyer Owned Property that might occur during the Term, including without limitation, while such Buyer Owned Property is located at the Supplier Facility or otherwise under Supplier's control. (d) If the Storage Period for the Buyer Owned Property has expired or Supplier reasonably determines that the Buyer Owned Property is no longer active (i.e. no, minor, or relatively slow sales or related activities) and, in any event, upon expiration or termination of this Agreement or the applicable SOW, Supplier will use commercially reasonable efforts to notify Buyer of any such determination and Buyer shall select one of the following options: (i) Shipment of the inactive Buyer Owned Property to Buyer after Supplier receives payment for all Storage Fees and prepayment of all freight and delivery charges; (ii) Destruction of the inactive Buyer Owned Property after Supplier receives payment for all Storage Fees and prepayment of all delivery, destruction, and other similar charges; or (iii) Maintain the inactive Buyer Owned Property at a Supplier Facility, provided, that Buyer accepts Supplier's increased price for the Storage Fees and any additional handling fees and pays such amounts in a timely manner.

**3. SUPPLIER MANAGED PROPERTY.** As may be more specifically described in a SOW, Supplier may receive, warehouse, store, and inventory products, materials, and other goods that are purchased or produced by Supplier on behalf of Buyer ("Supplier Managed Property") at a Supplier Facility to facilitate efficiencies in the performance of the Work. In the event Supplier purchases or produces Supplier Managed Property and warehouses, stores, and/or inventories such at a Supplier Facility:

(a) Buyer will pay for the Supplier Managed Property: (1) In the case of bill and hold inventory, Buyer will pay for Supplier Managed Property at the time it is received into the Supplier's Facility ("Bill and Hold Inventory"). In the event the Supplier Managed Property is Bill and Hold Inventory, Buyer agrees and acknowledges that (i) Buyer has made a fixed commitment to purchase such Bill and Hold

Inventory; (ii) title to and risk of loss of the Bill and Hold Inventory shall transfer from Supplier to Buyer at the time the inventory is received into Supplier's Facility; (iii) Buyer has requested that such Bill and Hold Inventory be on a bill and hold basis; (iv) Buyer is responsible for any decrease in market value of such Bill and Hold Inventory that relates to factors and circumstances outside of Supplier's reasonable control; and (v) Buyer will maintain adequate insurance (as determined solely by Buyer) for all Bill and Hold Inventory located in Supplier's Facility; or (2) In the case of pay on release inventory, Buyer will pay for Supplier Managed Property at the time it is released from Supplier's Facility ("Pay on Release Inventory"). In the event the Supplier Managed Property is Pay on Release Inventory, Buyer agrees and acknowledges that (i) Buyer has made a fixed commitment to purchase such Pay on Release Inventory; (ii) title and risk of loss of the Pay on Release Inventory shall transfer from Supplier to Buyer at the time the inventory is shipped to Buyer, provided that Buyer acknowledges that all risk of obsolescence while in storage is the responsibility of Buyer; (iii) Buyer has requested that the Pay on Release Inventory is stored on a pay on release basis; and (iv) Buyer is responsible for any decrease in market value of such Pay on Release Inventory that relates to factors and circumstances outside of Supplier's reasonable control. Supplier will maintain insurance for Pay on Release Inventory located in Supplier's Facility. In the event the Parties have not expressly agreed on whether or not the Supplier Managed Property is Bill and Hold or Pay on Release Inventory, Buyer acknowledges and agrees that the Supplier Managed Property will be paid for on a Bill and Hold Inventory basis.

(b) Buyer shall pay Supplier all Storage Fees for the Supplier Managed Property.

(c) If the Storage Period for the Supplier Managed Property has expired or Supplier reasonably determines that the Supplier Managed Property is no longer active (i.e. no, minor, or relatively slow sales or related activities) and, in any event, upon expiration or termination of this Agreement or the applicable SOW, Supplier will use commercially reasonable efforts to notify Buyer of any such determination and Buyer shall select one of the following options: (1) Buyer shall issue a purchase order or other similar such documentation to Supplier authorizing Supplier to invoice Buyer for the Pay on Release Inventory, if any, all Storage Fees, and shipment of the inactive Supplier Managed Property to Buyer whether Bill and Hold Inventory or Pay on Release Inventory; (2) Shipment to Buyer of the inactive Bill and Hold Inventory or Pay on Release Inventory, after Supplier receives payment for all Supplier Managed Property, Storage Fees and prepayment of all freight and delivery charges; (3) Destruction of the inactive Supplier Managed Property, whether Bill and Hold Inventory or Pay on Release, after Supplier receives payment for all Supplier Managed Property and all Storage Fees and prepayment of all delivery, destruction, and other similar charges; or (4) Maintain the inactive Supplier Managed Property at a Supplier Facility, provided, that Buyer pays all amounts owing for the Pay on Release Inventory and accepts Supplier's increased price for Storage Fees and additional handling fees and pays such amounts in a timely manner.

**4. INACTIVE PROPERTY.** Buyer shall provide its selection to Supplier in writing within five (5) business days after Supplier's notice. If Buyer fails to provide such notice in a timely manner, Supplier may select one or a combination of the foregoing options and charge Buyer for the Storage Fees and other charges related to the inactive property. Buyer agrees to pay all amounts due (including without limitation, prepaid amounts) within fifteen (15) days after the date of the applicable invoice therefor. If Buyer does not pay amounts due within such 15-day period, Supplier may, and Buyer hereby authorizes Supplier to, take possession of the inactive property and destroy or otherwise dispose of the same, as Supplier deems appropriate in its sole discretion. For clarity, notwithstanding anything in this Agreement to the contrary, Buyer shall be liable for all costs and expenses related thereto, including without limitation, the price of the product, all Storage Fees, and all other costs, fees and expenses relating to shipment (whether to or from Buyer or otherwise), destruction, resale, enforcement of and collection under this Agreement, including reasonable attorneys' fees, and no action taken by Supplier pursuant to this Inventory Addendum shall release Buyer from the liability and obligation to pay all amounts due hereunder.

**5. BUYOUT PROPERTY.** In the event Supplier, in its sole discretion, purchases any Buyer Owned Property from Buyer as part of Buyer's transition to Supplier ("Buyout Property"), the Parties shall mutually agree upon the purchase price to be paid by Supplier for all Buyout Property after physical verification of the Buyout Property and entry into Supplier's inventory management data base ("STG Purchase Price"). Supplier shall issue to Buyer a credit memo ("Credit Memo") in an amount equal to the STG Purchase Price. The Credit Memo may only be used for the repurchase of the Buyout Property from Supplier and has no cash value. Buyer shall subsequently repurchase the Buyout Property from Supplier as Supplier releases and ships the Buyout Property to Buyer using the Credit Memo. Under no circumstances may Buyer repurchase the Buyout Property via check, ACH, or credit card. In any event, all Buyout Property shall be repurchased by Buyer within six (6) months of being placed into Supplier's Facility. Buyer expressly acknowledges and agrees that purchases of any and all Buyout Property from Supplier are on an "AS IS" and "WHERE IS" basis with no warranties whatsoever and Supplier shall not be liable for any defects in the Buyout Property. Buyer shall pay Supplier all Storage Fees for the Buyout Property.

## **ADDENDUM 2 SOS PRODUCTS**

Buyer may, from time to time, purchase medical grade and non-medical grade (general use) products ("SOS Products") and services provided by Supplier in connection with any SOS Products and/or Buyer Materials ("Services"). The provisions of this Addendum 2 apply to the purchase of any SOS Products and Services and any safety-related Buyer Materials provided by Buyer, or a third-party vendor at the direction of Buyer, to Supplier. The defined term "SOS Products" also includes, for example and not limited to, the following: (a) Face Coverings such as face masks, face shields, and goggles; (b) Sanitizers and Disinfectants such as antiseptic wipes, hand sanitizers, hand wipes, and other cleaning supplies and agents; (c) Protective apparel and accessories such as gloves, aprons, disposable and reusable wearables; and (d) Other products of a similar nature and function provided by Supplier from time to time pursuant to an Order.

1. Orders remain subject to performance by Supplier's vendors, service providers, and government authorities, as well as Supplier's manufacturing and fulfillment capacity. If Supplier is unable to fulfill an Order within thirty (30) days of acceptance, Buyer (or its customer, as the case may be) will have the option to (a) have Supplier issue a refund of any deposit or pre-payment; or (b) stay in queue for subsequently produced or arriving SOS Products and Services. Notwithstanding the foregoing, in the event an Order is amended at any time after Supplier's acceptance of such Order, Buyer (or its customer) will pay for all components (including raw materials and blank goods) of the SOS Products and Services which Supplier paid for or procured, and the pro rata portion of the SOS Products and Services prior to Supplier receiving and processing the cancellation or amendment of the Order.

2. Supplier represents and warrants that Supplier will convey good title to tangible deliverables. Supplier disclaims all other warranties, express or implied, including warranties of merchantability, fitness for intended purpose, use, and non-infringement, all of which are expressly disclaimed.

3. Buyer represents, warrants and covenants that: (a) Buyer is aware of the fact that non-medical, general use SOS Products are not intended for medical purposes and uses and that the non-medical, general use SOS Products may not have been warehoused or otherwise stored or packaged in a facility certified to store medical devices; (b) Buyer has independently determined that the SOS Products and Services meet Buyer's needs, including, but not limited to the intended use of the SOS Products by Buyer or Buyer's customers, as solely determined by Buyer; (c) Buyer has and will continue to comply with all applicable laws, rules, and regulations, including, but not limited to its use and further distribution of the SOS Products and Services; (d) Buyer has NOT relied on Supplier for Buyer's compliance with any laws applicable to Buyer, its customers, or the SOS Products. Buyer will indemnify, defend, and hold Supplier harmless from any claims arising from any breach or alleged breach of this provision as well as any use of the SOS Products by Buyer or third parties as well as Buyer's (or third parties') inability to use the SOS Products.

4. In the event of any failure by Supplier to perform the material terms of an Order, Supplier's exclusive obligation shall be the refund of any payments made by Buyer or a third party for any non-conforming SOS Products.

5. BUYER WILL INDEMNIFY AND DEFEND SUPPLIER IN ANY CLAIM, FOR DAMAGES CAUSED BY OR ASSOCIATED WITH THE SOURCING, REPACKAGING, KITTING, OR SELLING OF THE SOS PRODUCTS AND SERVICES AND/OR THE BUYER MATERIALS.

6. The terms and conditions contained in this Addendum 2 will control with respect to SOS Products and Services in the event of a conflict with any other terms and conditions in this Agreement.