

TERMS AND CONDITIONS OF PURCHASE

1. **Applicability.** The purchase order accompanying these Terms and Conditions of Purchase or into which these Terms and Conditions of Purchase are incorporated by reference is an offer for the purchase of the goods specified in the purchase order (the "Goods") by the following Bright Innovation Labs entity: (a) for purchases to be delivered to Bright Innovation Labs in Ohio, Bocchi Laboratories Ohio, LLC, a Delaware limited liability company, (b) for purchases to be delivered to Bright Innovation Labs in Arizona, Bright International, LLC, a Delaware limited liability company, and (c) for purchases to be delivered to Bright Innovation Labs in California, Shadow Holdings, LLC, a California limited liability company (the specific entity purchasing the Goods, the "Buyer"), from the vendor to whom the purchase order is addressed (the "Seller") in accordance with and subject to these Terms and Conditions of Purchase and the other terms and conditions in the purchase order (collectively, the "Order"). The Order, together with any documents incorporated by reference, constitute the sole and entire agreement of the parties with respect to the Order, 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 Order. The Order expressly limits Seller's acceptance to the terms of the Order (and if this Order is submitted in response to an offer to sell by Seller, then Buyer's acceptance of Seller's offer is conditional on Seller's assent to the Order). The terms and conditions of the Order prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Order. To the extent there is any inconsistency between these terms and conditions and the other terms and conditions in the purchase order the terms and conditions in the purchase order control. The terms and conditions of the Order apply to any repaired or replacement Goods provided by Seller. Buyer is not obligated to any future purchase obligations under the Order.
2. **Written Contract.** Notwithstanding anything herein to the contrary, if a written contract signed by both Buyer and Seller is in existence covering the sale of the Goods covered by the Order, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these terms and conditions.
3. **Acceptance.** This Order is not binding on Buyer until Seller accepts the Order in writing. Buyer may withdraw the Order any time before it is accepted by Seller.
4. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer, in addition to any other rights and remedies available to Buyer under applicable law, may terminate the Order immediately by providing written notice to Seller.
5. **Delivery Location; Shipping Terms.** All Goods shall be delivered to the "Ship To" address specified in the Order during Buyer's normal business hours or as otherwise instructed by Buyer. Delivery shall be made FOB, the "Ship To" location, unless a different delivery term is specified in the Order. Title and risk shall pass to Buyer on delivery in accordance with the applicable delivery term. Seller shall provide Buyer all shipping documents necessary to release the Goods to Buyer. The Order number must appear on all shipping documents, invoices, correspondence and any other documents pertaining to the Order. If the Order is for chemicals, then the shipment must include a Safety Data Sheet, Certificate of Analysis, Country of Origin Certification, Allergen Statement, and Animal Testing Statement.
6. **Packaging.** All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.
7. **Amendment and Modification.** No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order and is signed by an authorized representative of Buyer.
8. **Inspection and Rejection of Nonconforming Goods.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If any Goods are nonconforming or defective, then in addition to any other rights or remedies available to Buyer under applicable law, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the nonconforming or defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may, in addition to any other rights or remedies available to Buyer under applicable law, replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for cause as provided below. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
9. **Price.** The price of the Goods is the price stated in this Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, insurance, transportation costs to the "Ship To" address, insurance, customs duties and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
10. **Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the terms and conditions of the Order. Buyer shall pay all properly invoiced amounts due to Seller Net Sixty Days after Buyer's receipt of such invoice (unless a different payment term is specified the Order), except for any amounts disputed by Buyer in good faith. All payments hereunder will be in US dollars.
11. **Warranties.** Seller warrants to Buyer that: (a) Seller will deliver good and valid title to the Goods to Buyer, and (b) all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer in the Order; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other intellectual property rights; and (vii) will be manufactured and sold in accordance with all applicable laws. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties.
12. **General Indemnification.** Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, managers, members, and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with: (a) Seller's breach or non-fulfillment of any term, condition, warranty, obligation or other provision of the Order, (b) Seller's negligence or more capable act or omission, (c) any bodily injury, death of any person or damage to real or tangible personal property caused by Seller's acts or omissions, (d) Seller's failure to comply with any applicable laws; or (e) any recall, withdrawal or similar measure of a product incorporating the Goods to the extent that such recall, withdrawal or similar measure arose as a result of the Goods. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.
13. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.
14. **Compliance.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances, including, without limitation, all applicable anti-bribery and anti-corruption laws and regulations. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under the Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate the Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.
15. **Services on Site.** If this Order requires Seller to render services to Buyer on Buyer's premises ("Premises"), then Seller will maintain the Premises in good condition and will promptly repair any damage it or its agents cause. Seller shall not assert any lien against the Premises. If Seller or any of its direct or indirect subcontractors files a mechanic's lien against the Premises, Seller agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) business days from the date of filing thereof.
16. **Termination.** Buyer may terminate the Order, in whole or in part, at any time with or without cause, for undelivered Goods on three business days' prior written notice to Seller. Buyer may (in addition to any other available remedies), terminate the Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if: (a) Seller has not performed or complied with any of the terms and conditions of the Order, in whole or in part, or (b) if Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.
17. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.
18. **Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall 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.
19. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence ("Force Majeure Event"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all reasonable 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 Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than fifteen business days, Buyer may terminate the Order immediately by giving written notice to Seller.
20. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder.
21. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Order.
22. **No Third-Party Beneficiaries.** The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms, other than the Indemnitees.
23. **Governing Law; Jurisdiction.** All matters arising out of or relating to the Order shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any Order. Any legal suit, action or proceeding arising out of or relating to any Order shall be instituted in the courts located in the state identified in the address for the Buyer in the Order or any federal courts of the United States of America with jurisdiction over such state and the county in which such address is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
24. **Cumulative Remedies.** The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
25. **Severability.** If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
26. **Survival.** Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Warranties, General Indemnification, Intellectual Property Indemnification, Compliance, Services on Site, Confidential Information, Governing Law; Jurisdiction, and Survival.