



BONUMOSE INC. QUOTES AND ORDER CONFIRMATIONS

1. **PRICES AND INVOICES.** Seller shall invoice Buyer promptly after Tender of Delivery. Unless otherwise indicated on the invoice, Buyer shall pay Seller for Product purchased within thirty (30) days of the invoice date in United States dollars, by electronic payment to the Seller's designated bank account or by wire transfer of immediately available funds to an account designated by Seller. In the event Buyer prefers to pay by check, such payment shall be sent to Seller's address set forth in the invoice.
 - a. Claims regarding discounts or prices not made within 12 months from the date of invoice shall be deemed waived and released by Buyer.
 - b. Buyer is not entitled to set-off amounts due or claimed due from Seller against any amounts Buyer owes to Seller.
 - c. Buyer agrees that any statement on a payment transmission or indicating that it is "payment in full" or other statements to that effect is a nullity unless acknowledged and accepted by Seller in writing and that cashing such check does not constitute acceptance.
 - d. Any amounts which are not paid when due shall bear interest from the date payment was due until the date payment is received by Seller, at a rate of interest equal to the lower of (i) 1.5% per month or (ii) the highest rate of interest permitted under applicable law.
 - e. Charges for drums, totes, pallets and packaging for shipment are in addition to the Price, unless otherwise indicated on the invoices. Price is exclusive of any sales, processing, excise, value added or other taxes, and when required by law, such taxes shall be added to the purchase price of the Product on the related invoice and paid by Buyer.
2. **TAXES.** The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder; similarly, the Buyer shall pay for all tariffs, duties, or Value Added Taxes Seller may be required to pay upon the sale, production or transportation of the products sold hereunder.
3. **SUSPENSION.** In the event Buyer fails to fulfill Seller's terms of payment, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
4. **DELIVERY.** Orders shall be placed at least 10 days before the requested delivery date. For Orders that involve multiple deliveries at different times ("Volume Contract"), Buyer's Orders shall indicate the specific volume of Product to be delivered and location. Failure of Buyer to provide such Order does not relieve Buyer of its obligation to purchase 100% of the volume set forth in the Volume Contract.
 - a. Seller is not obligated to fill any Order with production from another source.
 - b. Seller shall use diligent efforts to fill Orders within the delivery period requested by Buyer, subject to Product availability. The inability of Seller to fill an Order within the delivery period requested by Buyer does not entitle Buyer to claim damages or release Buyer from its obligations under the Contract, including its obligation to place orders and take subsequent deliveries in the case of Volume Contracts.
 - c. The "Delivery Location" for Product is Ex-works Seller's facility ("Seller's Facility"), unless otherwise specified in the Confirmation or Seller's quote. Where delivery is not to the Seller's Facility, the "Delivery Location" is as follows: i. where the Products are sold EXW and are collected by the Buyer, the point in time when the Products are placed on the vehicle collecting such Products; ii. where the Products are delivered by the Seller or the Seller's haulers in vehicles other than bulk tankers, ISO containers or bulk containers, the point in time when the Products are removed from the transporting vehicle at the premises designated for delivery; iii. where the Products are delivered by the Seller or the Seller's haulers in bulk tankers, ISO containers or bulk containers, the point in time when the Products pass the final flange of the bulk tanker, ISO container or bulk container.
 - d. If Buyer requests Seller to arrange delivery of Product to Buyer's facility ("Buyer's Facility"), then a delivery charge will be added to the Price or shown as a line item on the invoice ("Delivered Pricing"). Quoted Delivered Pricing is subject to increase as a result of changes to rail, intermodal, truck, freight and fuel surcharges for which Buyer remains responsible. Delivered Pricing shall be made available to Buyer only as a convenience and on the condition that Seller shall not be held responsible for delivery errors or damages attributable to freight carrier or others, including claims of contamination or for penalties, late charges or fees (collectively, "Delivery Claims"). Notwithstanding the foregoing, Seller will submit Buyer's Delivery Claims to the freight carrier and make reasonable attempts to seek reimbursement of the Delivery Claims.
 - e. If Buyer is unable to accept timely delivery of Product, then Seller, at its discretion and in addition to any other rights it may have or accrue, may cancel the delivery or shall be entitled to charge the Buyer for all its reasonable expenses arising from storing the Products in question or attempting to make delivery thereof. This shall include any demurrage, increased duties, fees, taxes or other charges or tariffs resulting from any delivery delay or return. On delivery the Buyer or nominated consignee shall sign the Seller's proof of delivery.
5. **TITLE AND RISK.** Title to Products shall not pass until the Seller has received payment for the Products in full in cash or cleared funds.
 - a. The risk of loss in the Products shall pass to the Buyer upon taking possession at the Delivery Location.
 - b. Seller shall be entitled to recover payment for the Products notwithstanding that title to the Products has not passed from the Seller.
6. **TERMINATION AND CERTAIN REMEDIES.** If either party breaches any of the material provisions of the Contract, the other party shall have the right to terminate the Contract upon 30 days' written notice (10 days in the case of a payment default) whereupon the Contract shall terminate unless the breach complained of is corrected within such notice period. Nothing herein shall be deemed as limiting the rights and remedies of Seller. If either party shall (a) become bankrupt or insolvent, (b) file for a petition therefor, (c) make an assignment for the benefit of creditors, or (d) have a receiver appointed for its assets, which appointment shall not be vacated within 60 days after the filing, then the other party shall be entitled to terminate the Contract immediately upon written notice to such party.
7. **GOVERNING LAW AND JURISDICTION.** The Contract has been entered into and shall be construed and enforced in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof. The applicability of the United Nations Convention on Contracts for the International sale of Product is excluded.



8. **ARBITRATION.** If any claim or dispute between the Parties arising out of, or related to, this Agreement, including any dispute as to the enforceability or applicability of this arbitration provision, cannot be resolved by Supplier and Distributor within twenty (20) business days of the date that either Party notified the other Party of same, in writing, or within such other time period as may be specified in this Agreement or as agreed upon in writing by Supplier and Distributor, such claim or dispute shall, promptly upon the delivery of a written request for arbitration from one Party to the other Party, be submitted to final and binding arbitration under the Commercial Rules of the American Arbitration Association (“AAA”). Such arbitration shall be conducted in English in Delaware by a panel of three arbitrators selected in accordance with the rules of the AAA. The award rendered by the arbitrator shall be final and non-appealable, and judgment thereon may be entered as a final judgment in any court having jurisdiction and enforced accordingly. The prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys’ fees, costs and expenses incurred by the prevailing party in connection with any action brought to interpret or enforce the Contract or as a result of a breach by the other party of the contract. ‘Prevail’ shall include substantial (over 25% of disputed amount) monetary awards, injunctive relief, or favorable settlements.
9. **WAIVER OF JURY TRIAL. Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury; this waiver being a material inducement for the parties entering into this contract.**
10. **WARRANTIES.** Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended; and (d) Seller represents and warrants that the Product comprising each shipment or other delivery hereafter made by Seller is hereby guaranteed, as of the date of such shipment or delivery, to satisfy Seller’s product specifications for the article, and not to be, on such date: (i) adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the “Act”); (ii) an article which may not, under the provisions of section 404 or 505 of the Act, be introduced into interstate commerce; and (iii) adulterated or misbranded within the meaning of food, drug and cosmetic laws of the state to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in the Act; provided that no guarantee concerning misbranding is given if an article is delivered under a label designed or furnished by Buyer. **WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.** Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
11. **LIABILITY. IN NO EVENT WILL SELLER’S AGGREGATE LIABILITY TO BUYER EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED; SUCH LIMIT SHALL APPLY FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE.**
- a. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER.
- b. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION.
- c. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER’S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
- d. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
12. **FORCE MAJURE.** No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode.
- a. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.



Bonumose, Inc
1500 State Farm Blvd.
Charlottesville, VA 22911
www.bonumose.com

- b. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
13. TECHNICAL ASSISTANCE GRATIS. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
14. LABELING. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
15. NO LICENSE. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
16. NO ASSIGNMENT. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
17. SEVERABILITY. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
18. PERSONAL INFORMATION. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world when and to the extent reasonably necessary to complete the sale of goods, as described in Seller's privacy statement.
19. SUPERSEDE. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.
20. CONFIDENTIALITY. All disclosures, including specifications, pricing, financial data, formulae, samples, research, product plans, products, services, suppliers, inventions, processes, or other proprietary information furnished by Seller or any of its Affiliates to Buyer ("Confidential Information"), are the sole property of Seller or its Affiliates and are submitted in confidence upon the understanding and agreement by Buyer that Confidential Information shall not be disclosed or furnished to any third party nor used by Buyer in whole or in part for any purpose except as agreed in writing by Seller. This obligation of confidentiality shall not apply to information that is in the public domain, independently developed without use of Confidential Information or that is received from third parties not under an obligation of confidentiality, or required to be disclosed by law or regulation. Unless otherwise expressly agreed in writing, Buyer acknowledges and agrees that (a) Seller or its Affiliates own certain patents, trademarks, copyrights, or other intellectual property rights, and Seller shall own any improvements or creations or other intellectual property developed during the course of the relationship contemplated herein (collectively "Seller's IP") and (b) the furnishing of information or related documents or other materials by Seller or its Affiliates to Buyer does not grant nor transfer any license in or to Seller's IP to Buyer.