

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** These terms and conditions and the purchase order referencing them (collectively, "purchase order" or "order") are the exclusive agreement between Creare and Seller for the purchase of supplies or services ordered herein, unless superseded in writing by an authorized signatory of Creare. Any of the following shall constitute Seller's unqualified acceptance of this purchase order: (a) acknowledgment of this order; (b) furnishing of any part of the supplies/services under this order; (c) acceptance of any payment for the supplies/services; or (d) commencement of performance under this order. Additional or different terms proposed by Seller shall not be applicable unless accepted in writing by an authorized representative of Creare.
2. **PRICE, SPECIFICATIONS, SHIPPING, AND INVOICING:** The prices quoted are for completed work. No extras or changes from Creare's specifications will be allowed except as they may be specifically referred to in this order or as they may be covered by subsequent agreements in writing. All invoices are to be exactly in accordance with this order as to discounts, quantity, price, etc. Creare shall not be liable for any packing, crating, or shipping charges unless this order specifically so provides. Unless Seller and Creare have agreed otherwise, for services Seller performs on articles shipped by Creare, Seller shall make the articles available for return shipment to Creare within 3 days of completing the services. Seller agrees and represents that prices charged for supplies or services provided hereunder are not in excess of those charged other customers of Seller for orders of similar quantities of substantially similar supplies or services on comparable terms.
3. **RISK OF LOSS:** Risk of loss or damage shall remain with Seller until the supplies reach Creare's place of business.
4. **DELAY:** Creare reserves the right to cancel all or any part of this order in case of delay. If shipment is delayed in transit beyond the discount period, Creare does not waive its right to a cash discount.
5. **WARRANTY:** (a) Seller warrants that all supplies and services delivered hereunder shall be free from defects in materials and workmanship and shall be in conformance with the quantity and description set forth herein. Seller further warrants that all supplies and services delivered hereunder shall be of merchantable quality and shall be fit and suitable for the purposes expressed herein. Such warranty shall survive delivery, inspection, acceptance, or payment by Creare. (b) If any supplies or services delivered hereunder do not meet the warranties specified herein, Creare may, at its option, (i) require Seller to correct at no cost to Creare any defective or nonconforming supplies or services by repair or replacement; or (ii) return such defective or nonconforming supplies or services to Seller at Seller's expense and recover from Seller the order price; or (iii) correct the defective or nonconforming supplies or services itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity. All warranties shall run to Creare and its customers.
6. **INSPECTION:** All supplies and services purchased hereunder shall be subject to inspection and testing by Creare. Creare may reject, require replacement or correction, or accept with an adjustment in price any supplies or services which do not conform to the requirements of this order.
7. **CHANGES:** Creare may at any time, by a written change order, make changes in any one or more of the following: drawings, designs, specifications, or quantity. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless received by Creare within thirty (30) days from the date of Seller's receipt of notice of any such change.
8. **TERMINATION:** (a) Creare may terminate this order for convenience or default in whole or in part at any time by written notice to Seller. The rights and obligations of Creare and Seller shall be governed by Federal Acquisition Regulation (FAR) Part 49.5 as in effect on the date of this order. (b) Time is of the essence. Creare may terminate this order for default if Seller: (i) fails to make delivery of the supplies or services within the time specified hereunder; or (ii) fails to replace or correct nonconforming supplies or services in accordance with the Warranty and Inspection clauses hereunder; or (iii) becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors. Creare shall also have such other rights and remedies available at law or in equity upon Seller's default. (c) Seller agrees that upon notice of termination it shall stop all work on the balance of this order; place no further orders hereunder; terminate work under orders outstanding; assign to Creare all of Seller's interests under terminated subcontracts and orders; upon Creare's approval, settle all claims; and transfer title and make delivery to Creare all articles, materials, work in process, tools, dies, jigs, fixtures, or other things held or acquired by Seller under the terminated portion of this order.
9. **ASSIGNMENT AND SUBCONTRACTING:** Seller shall not subcontract any work hereunder or assign this order or any moneys due or to become due hereunder without the prior written consent of Creare. Any assignment or attempted assignment contrary to this provision shall be void as to Creare. In any event, assigned accounts shall be subject to setoff or recoupment of claims of Creare against Seller.
10. **PATENTS; PROPERTY; PROPRIETARY DATA:** Seller will defend, indemnify, and hold harmless Creare and its employees and agents from any and all claims, suits, or other costs and expenses relating to alleged infringement of any patent, trademark, or other similar right, by reason of the purchase, use, or sale of supplies or services purchased hereunder. All drawings, methods, processes, data, material, equipment, parts, or assemblies ("Property") furnished by or paid for by Creare as part of or in connection with this order are the confidential and proprietary Property of Creare and may not be used or disclosed for any purpose except that for which supplied unless written permission is granted by Creare. Such Property shall be held at Seller's risk and kept insured by Seller at Seller's expense. In the event of the loss of such Property, Seller shall provide all information needed for prompt recognition, investigation, disclosure, and reporting of the loss, and shall be liable to reimburse Creare for the loss. All Property shall be returned to Creare upon completion of this order as specified in ¶ 2.
Any information disclosed by Creare to Seller in whatever form, including in writing, orally, or visually shall be considered confidential and proprietary information of Creare whether or not marked as such ("Confidential Information"). Such Confidential Information shall not to be disclosed, except to further the purpose of this order or with the prior written authorization of Creare. For the avoidance of doubt, Confidential Information shall be protected as long as the information is such that a reasonable person receiving the information would reasonably expect that Creare would consider the information to be Confidential Information, and thus covered under these terms and conditions.
11. **INDEMNIFICATION AND INSURANCE:** Seller will defend, indemnify, and hold harmless Creare and its employees and agents from and against all liability, demands, claims, losses, costs, damages, and expenses by reason or on account of property damage, death, and personal injury of whatsoever nature arising out of, as a result of, or in connection with the performance of this order which is occasioned by the actions or omissions of Seller or its subcontractors or suppliers of any tier. Seller will maintain and carry liability insurance which includes but is not limited to workmen's compensation, general liability including completed operations, property damage liability, product liability, and contractual liability. Seller will, if requested by Creare, furnish certificates of insurance from its carrier on the foregoing coverages. Should Certified Cost or Pricing Data be required under this purchase order, seller shall indemnify and hold harmless Creare from any amount, loss and expense, including interest assessed by the Government under 10 U.S.C. § 2306a, by which this purchase order is determined by the Government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with such provisions.
12. **SURVIVAL:** The rights of the parties shall survive completion or termination of this purchase order.
13. **WAIVER:** The failure of Creare to enforce at any time any provision of this order or the failure of Creare to require performance by Seller under the provisions hereof shall in no way be construed to be a waiver of such provisions or any other provision hereunder.
14. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable federal, state, and local laws, executive orders, rules and regulations during performance of this order, including but not limited to: all applicable federal acquisition clauses listed in Schedule A below; all applicable U.S. export control laws and regulations; Occupational Safety and Health Act of 1970 as amended; Toxic Substances Control Act as

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amended; Fair Labor Standards Act of 1938 as amended; Executive Order Nos. 11246, 11375, 12086, 13496, and 13672, as amended and incorporated into 41 C.F.R. Parts 60-1, 60-2, 60-4, 60-20, 60-50, 60-300, and 60-741; Equal Pay Act of 1963 as amended; Age Discrimination in Employment Act as amended; Rehabilitation Act of 1973 as amended; Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a)); Anti-Kickback Act of 1986 as amended; Drug Free Workplace Act of 1997; Affirmative Action for Workers with Disabilities (29 U.S.C. 793; and the Office of Federal Procurement Policy Act, as amended. At the request of Creare, Seller shall furnish any and all certifications of compliance applicable to this order. If Creare is subjected to any liability as the result of Seller's or its lower tier suppliers' failure to comply with any of the aforementioned laws, then Seller agrees to defend, indemnify, and hold harmless Creare and its employees and agents to the full extent of any loss, damage, or expense resulting from any such failure.

15. GOVERNING LAW AND CERTIFICATION: The validity, construction, and interpretation of all documents relating to this sale, and the rights and duties of the parties thereto shall be governed by the laws of the State of New York (U.S.A.), without regard to conflict of law principles. Seller represents and warrants that its relationship with Creare will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret, and proprietary information with any other person, company, or entity.

SCHEDULE A: GOVERNMENT CONTRACT CLAUSES

The following clauses of the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and National Aeronautics and Space Administration (NASA) FAR supplement, set forth in Title 48 of the Code of Federal Regulations are, to the extent applicable to the order and to Seller, incorporated by reference with the same force and effect as though fully set forth herein.

In all clauses listed below, unless the context requires otherwise, the term “contractor” means “Seller,” the term “contract” means this “order,” and the terms “Government” and “Contracting Officer” means “Create.”

Clauses that are not applicable by their own terms shall be self-deleting.

A. FAR

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) (excluding para (b)(2))
	52.219-8, Utilization of Small Business Concerns (OCT 2018)
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)
52.222-50	Combating Trafficking in Persons (Nov 2021)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)
52.222-54	Employment Eligibility Verification (Nov 2021)
52.222-55	Minimum Wages under Executive Order 14026 (Jan 2022)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2022)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

In addition to the above, for orders in excess of \$10,000, the following shall apply:

52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

In addition to the above, for orders in excess of \$15,000, the following shall apply:

52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)
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In addition to the above, for orders \$30,000 and above the following shall apply:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
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In addition to the above, for orders \$35,000 and above and that are not commercial off the shelf items, the following shall apply:

52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)
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In addition to the above, for orders in excess of \$150,000 the following shall apply:

52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.222-35	Equal Opportunity for Veterans (Jun 2020)
52.222-37	Employment Reports on Veterans (Jun 2020)

B. DFARS

252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7000	Disclosure of Information (Oct 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2021)
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Mar 2022)
252.204-7021	Cybersecurity Maturity Model Certification Requirements (Nov 2020)
252.225-7048	Export Controlled Items (Jun 2013)
252.227-7013	Rights in Technical Data—Noncommercial Items (Feb 2014)
252.227-7015	Technical Data—Commercial Items (Feb 2014)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2016)
252.232-7017	Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration (Apr 2020)
252.244-7000	Subcontracts for Commercial Items (Jan 2021)
252.246-7003	Notification of Potential Safety Issues (Jun 2013).

252.247-7023 Transportation of Supplies By Sea - Basic (Feb 2019)

C. NASA

1852.203-71 Requirement to inform employees of whistleblower rights (Aug 2014)

1852.225-70 Export Licenses (Feb 2000)

1852.225-71 Restriction on Funding Activity with China (DEVIATION PCD 12-01A) (Feb 2012)

1852.237-72 Access to Sensitive Information (Jun 2005)

1852.237-73 Release of Sensitive Information (Jun 2005)