

## SECTIONS 1–8

**1. Acceptance**

Supplier's acceptance of a PO — by acknowledgment, commencement of performance, shipment, or any other manner — constitutes full agreement to these Terms. Inflammatrix's failure to object to Supplier's terms shall not constitute a waiver of these Terms.

**2. Purchase Orders**

All purchases require a written PO. No commitment is binding without an authorized PO. Supplier confirms within two (2) business days. Changes to quantity, price, schedule, or specifications require written agreement and an amended PO.

**3. Price and Payment**

Prices are fixed without prior written approval. Payment: Net 45 from receipt of correct invoice. Invoices must reference the PO number with itemized quantities. Inflammatrix may offset amounts owed by Supplier. Taxes, duties, and freight as specified in the PO.

**4. Delivery and Lead Times**

Time is of the essence. Supplier delivers per PO schedule and promptly notifies Inflammatrix of delays. Inflammatrix may cancel late POs without liability, require expedited shipping at Supplier's expense, or recover costs from supply disruption.

**5. Quality & Regulatory Requirements**

All goods shall conform to PO specifications and quality agreements; comply with 21 CFR Part 820 and ISO 13485 where applicable; include a Certificate of Conformance; and be free from defects. Supplier shall immediately notify Inflammatrix of any nonconformance or safety issue.

**6. Inspection & Acceptance**

Goods are subject to inspection upon receipt. Inflammatrix may reject nonconforming goods within a reasonable time. Rejected goods are returned at Supplier's expense. Payment does not constitute final acceptance.

**7. Changes & Notifications**

No changes to design, materials, process, location, or subcontractors without prior written Inflammatrix approval. Minimum 90 days' notice for planned changes; immediate notice for unplanned changes affecting product safety, quality, or intended use.

**8. Intellectual Property**

All IP developed under a PO is the sole property of Inflammatrix unless otherwise agreed. Supplier grants Inflammatrix a non-exclusive, royalty-free license for pre-existing Supplier IP incorporated in deliverables, solely for Inflammatrix's internal business use.

■ Sections 9 – 17 continued below ■

## SECTIONS 9–17

**9. Confidentiality**

All Inflammatrix information — including PO details, specifications, forecasts, and business data — is strictly confidential. No third-party disclosure without prior written consent. This obligation survives termination of any agreement between the parties.

**10. Facility Access & Audit Rights**

Inflammatrix and authorized representatives (including regulators) may audit Supplier's facilities, processes, quality systems, and records upon reasonable notice. Supplier shall cooperate fully and promptly correct all identified deficiencies.

**11. Warranties**

Supplier warrants all deliverables: conform to specifications; are free from defects in design, material, and workmanship; comply with applicable laws; and do not infringe third-party IP. Warranty period: 12 months from delivery or per applicable quality agreement.

**12. Indemnification**

Supplier indemnifies Inflammatrix against claims, damages, and costs (including attorneys' fees) arising from: (a) breach of these Terms; (b) product defects; (c) Supplier negligence or willful misconduct; or (d) third-party IP infringement by Supplier.

**13. Termination**

Inflammatrix may terminate any PO: for convenience (payment limited to completed work); for cause if Supplier fails to cure material breach within 10 business days; or immediately upon Supplier insolvency, bankruptcy, or cessation of business.

**14. Limitation of Liability**

Inflammatrix is not liable for indirect, incidental, consequential, or punitive damages. Total Inflammatrix liability under any PO shall not exceed the total value of that PO.

**15. Compliance with Laws**

Supplier complies with all applicable laws: anti-corruption (FCPA), export controls, trade sanctions, environmental, labor, and data privacy. Supplier warrants no use of child or forced labor or human trafficking in its supply chain.

**16. Governing Law & Disputes**

Governed by California law. Disputes resolved first by 30-day good-faith negotiation, then binding arbitration in Santa Clara County, CA under AAA rules.

**17. Miscellaneous**

Assignment requires Inflammatrix written consent. These Terms + PO + quality agreement = entire agreement. Invalid provisions severable. Non-enforcement does not waive future rights. Version in effect at PO issuance governs that PO.