

Terms and Conditions of Purchase

ZEEVEE, INC.'s standard terms and conditions of purchase

ZeeVee's Purchase Order, including any attachments thereto submitted by ZeeVee, and these Standard Purchase Order Terms and Conditions for Vendors (collectively, the "Purchase Order") constitute the exclusive terms and conditions for the purchase of the specified products or materials ("Products") and/or performance of the specified services ("Services") by the vendor named in the Purchase Order ("Vendor") for the benefit of ZeeVee, Inc. and/or its subsidiaries or affiliates ("ZeeVee"). Where Vendor and ZeeVee have entered into a separate written agreement signed by ZeeVee and Vendor, such signed, written agreement shall govern and these Standard Purchase Order Terms and Conditions for Vendors shall not apply. ZeeVee and Vendor are each a "Party" and together are the "Parties".

1. Acceptance of Purchase Order by Vendor

1.1 Upon acceptance of ZeeVee's Purchase Order by Vendor as set forth herein, the Purchase Order constitutes a valid and binding contract between ZeeVee and Vendor.

1.2 The Purchase Order is deemed accepted by Vendor upon the earliest of the following: (a) Vendor communicating its acceptance of the Purchase Order to ZeeVee in writing, including without limitation, via an electronic communication; (b) Vendor failing to object in writing to the Purchase Order or any of its terms or conditions within two business days following ZeeVee's transmittal of the Purchase Order to Vendor; or (c) Vendor at any time delivering or performing all or any part of the Products and/or Services.

1.3 Subsequent to acceptance of the Purchase Order by Vendor, ZeeVee may from time-to-time, by written instructions issued to Vendor by an authorized representative of ZeeVee, make changes, issue additional instructions, require additional products, work, or services, or direct the omission of products, work, or services ordered herein. If any such change causes an increase or decrease in the cost of or the time required for the performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and the Purchase Order shall be modified in writing accordingly.

1.4 No extra work, additions, or alterations will be paid for by ZeeVee unless performed pursuant to the written instructions of an authorized representative of ZeeVee. Any claim by Vendor for payment under this provision must be asserted within thirty (30) days from the date of receipt by Vendor of the written instructions from ZeeVee.

2. Acceptance of Products and/or Services by ZeeVee

2.1 Delivery of the Products and/or performance of the Services will be deemed to be complete only when delivered and/or performed pursuant to a validly issued Purchase Order.

2.2 All Products and/or Services are subject to ZeeVee's right of inspection following delivery and/or performance by Vendor; and ZeeVee shall not be deemed to have accepted the Products and/or Services until it has had a reasonable period of time, but at least thirty days, to inspect the Products and/or Services following delivery and/or performance, or, in the case of a latent defect in the Products and/or Services, until a reasonable time after the latent defect has become apparent.

2.3 Payment for Products and/or Services under the Purchase Order prior to inspection by ZeeVee does not constitute acceptance by ZeeVee. ZeeVee may reject all or any portion of the Products and/or Services that do not comply with the terms and conditions of the Purchase Order and/or with the Vendor's specifications regarding such Products or Services. ZeeVee may elect to reject all of the Products and/or Services even if only a portion is nonconforming.

2.4 Acceptance of all or any part of the Products and/or Services will not be deemed to be a waiver by ZeeVee of its right to (a) cancel, reject or return all or any portion of the Products and/or Services, and/or (b) make a claim for damages, for reasons including, but not limited to, defect, breach of warranty, late delivery and/or performance, or breach or non-compliance with any of the terms or provisions of the Purchase Order.

2.5 Upon ZeeVee's rejection of Products or Services as noncompliant, Vendor will promptly provide replacement Products, remedy noncompliance of Services or issue a refund to ZeeVee (if ZeeVee has paid Vendor for such defective Product), as ZeeVee elects. ZeeVee's rights under this provision 2 (Acceptance of Products and/or Services by ZeeVee) exist in addition to any other rights that ZeeVee may have under the Purchase Order, any applicable warranty, or under applicable law.

3. Shipping and Risk of Loss

3.1 All Products will be shipped in accordance with the terms set forth on the Purchase Order. Unless otherwise specified on the face of the Purchase Order, all Products are to be shipped freight prepaid, DDP to ZeeVee's designated facility. ZeeVee does not accept C.O.D. shipments. All Products will be packed and shipped in accordance with any packing and shipment specifications set forth in the Purchase Order. Shipments of Products which may be damaged by excessive heat or cold must be properly protected in hot or cold seasons. In addition, all shipments will be accompanied by a detailed packing list which will reference the Product type and quantity, lot number, and a valid ZeeVee Purchase Order number.

3.2 Time being of the essence for delivery of Products and/or performance of Services under the Purchase Order, no change in the scheduled delivery date or performance will be permitted without ZeeVee's prior written

consent. ZeeVee reserves the right to cancel the Purchase Order or any portion of the same if delivery is not made when and as specified, and/or to charge Vendor for any loss sustained as a result of such delay, change or cancellation including, but not limited to, shipping charges.

3.3 Vendor shall bear all risk of loss, damage or destruction occurring prior to delivery of the Products to ZeeVee in good condition at its designated delivery location. No such loss, damage or destruction shall release Vendor from any obligations hereunder. Until such delivery is made, Vendor will insure the Products against loss or damage for their full replacement value, the proceeds of which will be payable to ZeeVee in the event of any loss or damage to the Products. At the time when risk of loss passes to ZeeVee, Vendor will pass to ZeeVee good and marketable title to any Products, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options or other encumbrances of any kind.

4. Payment

4.1 As full consideration for the performance of the Services or delivery of the Products as provided herein, ZeeVee shall pay Vendor the amount agreed upon and specified on the applicable Purchase Order. Payment shall be in the currency set forth in the Purchase Order. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs and government-imposed surcharges shall be stated separately on Vendor's invoice.

4.2 Vendor shall invoice ZeeVee for all Products delivered and all Services actually performed pursuant to a ZeeVee Purchase Order. Each invoice submitted by Vendor must be provided to ZeeVee within ninety (90) days of delivery of the Products and/or completion of the Services and must reference the applicable Purchase Order. ZeeVee reserves the right to return any incorrect invoices. Unless otherwise specified in the Purchase Order, ZeeVee shall pay the invoiced amount within sixty (60) days after receipt of a correct invoice.

4.3 ZeeVee shall be entitled to set-off any amount owing from Vendor to ZeeVee as a result of any transaction, against any amount payable in connection with any Purchase Order.

4.4 Vendor shall be solely responsible for filing the appropriate federal, state and local tax forms and for paying all taxes or fees due with respect to Vendor's receipt of payment under the Purchase Order. Vendor agrees to provide ZeeVee with reasonable assistance in the event of a government audit. ZeeVee shall have no responsibility to pay or withhold from any payment to Vendor under the Purchase Order any federal, state or local taxes, or fees.

5. Vendor Representations and Warranties

5.1 Vendor expressly represents and warrants to ZeeVee that:

(a) it has all right, title and interest in and to the Products and/or Services necessary to fulfill its obligations hereunder;

(b) all Products and/or Services are free from any liens, claims and encumbrances of any nature;

(c) it is under no contractual or other restrictions or obligations which are inconsistent with the acceptance of the Purchase Order and/or which will interfere with delivery of Products and/or performance of Services;

(d) all Products and/or Services are fit for the purposes for which purchased, free from defects in materials, design (even if the design has been approved by ZeeVee), manufacturing, and workmanship, and safe for their intended use;

(e) all Services shall be completed in a diligent, competent and highly professional manner by appropriately qualified and trained personnel, using at a minimum the degree of skill and care that is required by current industry standards and practices;

(f) all Products and/or Services conform to the highest applicable industry standards and to all applicable specifications, documentation, drawings, samples, and requirements related to such Products and/or Services;

(g) all Products and the performance of all Services shall be compliant with all applicable foreign, international, federal, state, and local laws, rules, regulations, and industry standards;

(h) all Products and all deliverables in connection with Services shall be new and unused, and shall not include any components with a date code older than twenty-four (24) months; and

(i) all Products and/or Services do not infringe upon the Intellectual Property (as defined below) of any third party.

5.2 Vendor expressly warrants to ZeeVee that all Products and/or Services shall remain free from defects in design, manufacture, performance, workmanship, and materials for the longer of (a) thirty-six (36) months from the date of acceptance of any Products by ZeeVee and twelve (12) months from the date of acceptance of completed Services or (b) the period provided in Vendor's standard warranty or guaranty covering the Products or Services.

5.3 If ZeeVee gives Vendor notice of noncompliance (Vendor Representations and Warranties), ZeeVee at its sole discretion may direct Vendor to either (a) promptly (and in any event no later than fourteen (14) calendar days after such notice), replace, repair or re-perform the defective or nonconforming Products and/or Services at Vendor's own cost and expense or (b) accept returns of all or any defective or nonconforming Products and refund to ZeeVee any payments made for defective or nonconforming Products and/or Services. In either case (a) or (b), Vendor shall pay for all related expenses, including, but not limited to, transportation charges for the return of such defective or nonconforming Products to Vendor. Replaced and/or repaired Products and/or re-performed Services shall be warranted for the remainder of the warranty period or twelve (12) months from the date of delivery of the replaced and/or repaired Products and/or completed re-performance of the Services to ZeeVee, whichever is longer.

5.4 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 ZeeVee's discovery of the noncompliance of the Products and/or Services with the foregoing representations and warranties.

5.5 All of Vendor's representations and warranties constitute conditions of the Purchase Order and will survive any delivery, inspection, acceptance, or payment of or for the Products and/or Services by ZeeVee.

6. Intellectual Property Rights

6.1 As used herein, "Intellectual Property" means all intellectual property and proprietary rights, including without limitation, all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, source codes, data, and databases.

6.2 Each Party shall own and retain all rights, title, and interest in its own Intellectual Property, unless otherwise agreed to in writing, signed by the Parties.

6.3 Vendor is granted only a limited right to use of the Intellectual Property of ZeeVee as required for performance under the Purchase Order.

6.4 To the extent Vendor incorporates into any Products and/or Services any Intellectual Property of a third party, Vendor shall provide, at no expense to ZeeVee, all licenses and/or rights to such Intellectual Property that are reasonably necessary for ZeeVee to lawfully make all uses of the Products and/or Services.

6.5 Vendor will not use any logo, trademark, service mark or trade name owned or controlled by ZeeVee without the prior written consent of a duly authorized representative of ZeeVee.

7. Confidentiality

7.1 "ZeeVee Confidential Information" shall include all non-public information of ZeeVee and that either: (a) is designated as "Confidential", "Proprietary", or under some other similar designation by ZeeVee at the time of disclosure, or (b) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. ZeeVee Confidential Information may include without limitation, product development and technical information, work product, proprietary ideas, concepts, know-how, methodologies, designs, inventions, manuals, diagrams, software, technical data, production processes, research, business, sales or financial information, plans, strategies, forecasts, assumptions, business practices, the Products and quantities ordered by ZeeVee and their intended use, details of the Services to be provided, price information, employee or customer information, and all other information related to ZeeVee's business which is secret or confidential to ZeeVee, including materials prepared by Vendor which incorporate the ZeeVee Confidential Information. ZeeVee Confidential Information does not include any information: (a) which Vendor lawfully knew before ZeeVee disclosed it to Vendor, (b) which Vendor developed independently without use of the ZeeVee Confidential Information, as evidenced by appropriate documentation, or (c) which is hereafter lawfully furnished to Vendor by a third party as a matter of right and without restriction on disclosure.

7.2 Vendor agrees not to use or disclose the ZeeVee Confidential Information except in the course of performing its obligations hereunder and will not use such ZeeVee Confidential Information for its own benefit or for the benefit of any third party. The mingling of ZeeVee Confidential Information with information of Vendor shall not affect the confidential nature or ownership of the same as stated hereunder. Vendor agrees not to design or manufacture any products which incorporate ZeeVee Confidential Information except in the course of performing its obligations hereunder. All ZeeVee Confidential Information is and shall remain the property of ZeeVee. Upon ZeeVee's written request, Vendor shall return, transfer or assign to ZeeVee all ZeeVee Confidential Information, including all Work Product and all copies thereof. Vendor may disclose ZeeVee Confidential Information only to the extent it is required to be disclosed pursuant to a legal or regulatory requirement, provided Vendor provides prompt notice to ZeeVee of such obligation prior to disclosure.

7.3 Vendor agrees to limit its distribution of ZeeVee Confidential Information to Vendor's employees, suppliers, subcontractors, and agents who have a need to know such information in order for Vendor to perform its obligations under the Purchase Order. Vendor shall ensure that all recipients of ZeeVee Confidential Information comply with the restrictions set forth herein regarding use, disclosure and distribution ZeeVee Confidential Information. Vendor must use at least the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of ZeeVee Confidential Information. Vendor is responsible for any unauthorized use or disclosure of ZeeVee Confidential Information by any of Vendor's employees, suppliers, subcontractors, and agents.

8. Indemnification

8.1 To the fullest extent permitted by law, Vendor shall, at its expense, defend, hold harmless and indemnify ZeeVee and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, employees, and ZeeVee's customers (collectively "Indemnitees") from and against any and all third party claims and related loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee ("Loss") arising out of, resulting from or occurring in connection with Vendor's (a) breach of any term or provision of the Purchase Order including, but not limited to, the representations and

warranties; (b) violation of applicable laws, rules, or regulation; (c) theft or other misappropriation of ZeeVee Confidential Information; or (d) any other negligent acts or omissions or willful misconduct in connection with Vendor's performance under the Purchase Order.

8.2 In addition, to the fullest extent permitted by law, Vendor shall, at its expense, defend, hold harmless and indemnify the Indemnitees from and against any and all Loss arising solely out of, resulting from, or occurring in connection with the Products and/or Services involving any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of trade secrets; or (c) any other violation of any Intellectual Property of any third party, in each case whether provided alone or in combination with other products, software or processes. If any of the Products and/or Services are infringing or alleged to be infringing or if any injunction or restraining order is issued, in addition and not in limitation of any other rights or remedies, Vendor shall, at its expense and at ZeeVee's sole option, either (a) procure the right for ZeeVee to continue using such infringing Products and/or Services, (b) replace the Products and/or Services with a non-infringing product, (c) modify the Products and/or Services to make them non-infringing, or (d) refund to ZeeVee all fees paid for the infringing Products and/or Services.

8.3 ZeeVee will provide Vendor with notice of any claim subject to indemnification under this provision 8 (Indemnification). Vendor shall have the right to conduct the defense and settlement of any claim or action described in this provision 8 (Indemnification) if it acknowledges in writing its responsibility for such claim, but in no event will Vendor enter into any settlement without ZeeVee's prior written consent. ZeeVee may participate in the defense or negotiations to protect its interests. If Vendor fails to defend or settle any Loss in a prompt and competent manner, then ZeeVee, at its option, has the right to take over the defense and settlement of the Loss at Vendor's expense. Vendor shall pay all costs, expenses (including reasonable attorney and professional fees and costs), awards, judgments and settlements promptly as they become due, and Vendor shall give ZeeVee all information, assistance and authority to enable ZeeVee to defend and settle the claim or action.

9. Limitation of Liability

9.1 IN NO EVENT SHALL ZEEVEE'S LIABILITY FOR DIRECT DAMAGES TO VENDOR OR VENDOR'S SUBCONTRACTORS AND SUPPLIERS, OR ANY THIRD PARTY EXCEED THE VALUE OF THE PRODUCTS AND/OR SERVICES THAT ARE THE SUBJECT MATTER OF THE DISPUTE.

9.2 IN NO EVENT, REGARDLESS OF LEGAL THEORY, SHALL ZEEVEE BE LIABLE TO VENDOR OR VENDOR'S SUBCONTRACTORS AND SUPPLIERS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT ZEEVEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination and Survival of Obligations

10.1 ZeeVee may terminate the Purchase Order immediately, in whole or in part, for Vendor's breach, including without limitation, the failure to deliver the Products and/or perform the Services in accordance with the Purchase Order. If ZeeVee terminates the Purchase Order for Vendor's breach, Vendor will be liable to ZeeVee for all damages, including the cost of securing replacement Products and/or Services, shipping charges for returned Products, and any amounts previously paid by ZeeVee to Vendor. Cure of any non-conforming tender by Vendor may only be made with the prior written consent of ZeeVee. This right of termination is in addition to and not in place of any other rights or remedies that ZeeVee may have at law or in equity.

10.2 ZeeVee, in its sole discretion and without cause, may terminate the Purchase Order immediately, in whole or in part, at any time on written notice to Vendor, without incurring liability to Vendor for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Products delivered and/or Services performed. Payment due will be a percentage of the purchase price equal to the proportion of Vendor's performance under the Purchase Order which has been completed at the time of notice of termination of the Purchase Order.

10.3 Provisions surviving termination or expiration of the Purchase Order are those concerning provisions 5 (Vendor Representations and Warranties), 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Indemnification), 9 (Limitation of Liability), 13 (Governing Law and Dispute Resolution), and any other provisions which on their face affect rights and obligations after termination or expiration.

11. Insurance

11.1 Vendor shall be solely responsible for purchasing and maintaining, and requiring its subcontractors to maintain through reputable insurance carriers, adequate comprehensive general liability insurance, and to the extent applicable to the Products and/or Services to be provided under the Purchase Order, product liability insurance, auto, workers' compensation, unemployment compensation and/or such other insurance as is required by law and/or is the common practice in its business. ZeeVee reserves the right to require greater insurance coverage than otherwise provided by Vendor. Vendor's insurance shall provide adequate coverage for any ZeeVee property under the care, custody or control of Vendor or its employees or subcontractors. This insurance shall be written for not less than the greater of any limit of liability required by law or by those shown below:

(a) Comprehensive General Liability -- coverage protecting against any liability with a limit of not less than \$1,000,000 USD per occurrence and not less than \$5,000,000 USD in the annual aggregate, covering bodily injury and property damage; (b) Product Liability -- with a limit of not less than \$1,000,000 USD per occurrence and not less than \$3,000,000 USD in the annual aggregate; and (c) Professional Liability (E&O) -- coverage in the

amount of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate.

11.2 Upon request from ZeeVee, Vendor will provide evidence that Vendor maintains the described insurance, and that the coverage will not be changed during the term of Vendor's performance under the Purchase Order without 30 days advance written notification to ZeeVee.

11.3 The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations arising or resulting from or in connection with the performance of the Purchase Order.

12. Compliance with Laws and ZeeVee Policies

12.1 Vendor will comply with all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, and industrial codes and standards, including, but not limited to, those relating to import/export; processing, privacy or use of personal data; data security; health; safety; product liability; anti-money laundering laws; and RoHS Compliance.

12.2 All potential hazardous material shipments must be accompanied by a Material Safety Data Sheet (MSDS). This information must be contained within the shipment and forwarded to ZeeVee prior to the materials being delivered.

12.3 Upon ZeeVee's request, Vendor will promptly provide ZeeVee with an accurate and complete certificate of origin for all Products and/or a USMCA Certificate of Origin for all eligible Products manufactured in the United States, Canada or Mexico. Vendor shall immediately notify ZeeVee concerning any changes in origin or in USMCA eligibility. Vendor shall indemnify and hold harmless ZeeVee for any breach of the foregoing.

13. Governing Law and Dispute Resolution

13.1 The Purchase Order and all matters arising out of or relating to the Purchase Order will be governed by and construed according to the laws of the Commonwealth of Massachusetts in the United States of America, without giving effect to any conflict of law provisions thereof. In any action to enforce provisions of the Purchase Order, the prevailing Party shall be entitled to costs and attorneys' fees from the non-prevailing Party.

13.2 In the event of any dispute arising between the Parties under the Purchase Order, the Parties agree that such dispute shall be resolved informally, if possible. Failing an informal resolution, all disputes arising out of or in connection with the Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceeding shall be conducted in Massachusetts. The language to be used in the arbitration proceeding shall be English.

13.3 For the avoidance of doubt, nothing in this provision 13 (Governing Law and Dispute Resolution) shall prevent either Party from seeking injunctive relief from a court of appropriate jurisdiction.

14. General Provisions

14.1 Entire Purchase Order. This Purchase Order constitutes the entire understanding between Vendor and ZeeVee concerning the subject matter hereof, and any representation, promise, course of dealing or trade usage not contained herein shall not be binding upon the Parties.

14.2 Modification. No additional, modified or revised terms or conditions to the Purchase Order proposed or provided by Vendor will be effective unless agreed to in writing by a duly authorized representative of ZeeVee.

14.3 Severability. If any provision of the Purchase Order shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.4 Force Majeure. Neither Party will have responsibility to the other due to any act of God, war, sabotage or terrorism, act of government or any agency thereof, fire, flood, explosion, natural disaster or similar catastrophic occurrence, epidemic or quarantine restriction, or such other similar extreme circumstances beyond that Party's reasonable control. Either Party must notify the other in writing within five (5) days if it will not be able to meet its obligations under a Purchase Order due to a force majeure occurrence. If requested by ZeeVee, Vendor shall, within five (5) days of such request, provide adequate assurance that the associated delay in its performance will not exceed such period of time as ZeeVee deems appropriate. If the delay lasts more than the time period specified by ZeeVee or Vendor does not provide adequate assurance that the delay will cease within such time period, ZeeVee may, among its other remedies, immediately cancel the applicable Purchase Order without liability.

14.5 Assignment. Vendor may not without ZeeVee's prior written consent, subcontract or assign any of Vendor's rights or obligations under the Purchase Order. To the extent subcontracting or assignment is approved by ZeeVee, Vendor maintains full responsibility to ZeeVee for the performance of all obligations under the Purchase Order, including for its subcontractors' performance and adherence to all provisions of the Purchase Order.

14.6 Relationship of Parties/Independent Contractor Relationship. Nothing in the Purchase Order shall be construed to place Vendor and ZeeVee in an agency, employment, franchise, joint venture, or partnership relationship. Vendor shall perform its obligations under the Purchase Order as an independent contractor. Vendor retains the right to exercise full control of, supervision over and responsibility for Vendor's performance hereunder, including the employment, direction, compensation and discharge of Vendor's employees, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters. Neither Party has the authority to obligate or bind the other in any manner. Nothing contained in the Purchase Order shall give rise or is intended to give rise to rights of any kind to any third parties.

15. Contact ZeeVee

If you have any questions, please contact ZeeVee.
Via e-mail: legal@ZeeVee.com or support@ZeeVee.com
Via post:

ZeeVee, Inc.
295 Foster Street, Suite 200
Littleton, MA 01460 USA

Via phone:
Please visit www.ZeeVee.com to find the phone number for ZeeVee support in your region.