

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE AND SCOPE

1.1 These Purchase Order Terms and Conditions (“**Terms**”) apply to all purchases of goods and/or services (“**Goods**”) by **Therakos LLC and any of its parents, subsidiaries or affiliates that issue purchase orders under these Terms** (collectively, “**Buyer**”) from the supplier identified on the applicable purchase order (“**Seller**”).

1.2 “**Purchase Order**” means any written or electronic purchase order issued by Buyer that references these Terms.

1.3 A binding contract (“**Contract**”) is formed upon the earliest of Seller’s written acceptance of Buyer’s Purchase Order, commencement of performance, or delivery of Goods.

2. WARRANTIES AND GUARANTEE

2.1 Seller warrants that all Goods shall:

- conform to the Purchase Order and applicable specifications;
- be new and unused unless Buyer expressly approves prior to Buyer’s issuance of the applicable Purchase Order;
- be free from defects in design, materials, and workmanship;
- be fit for their intended purpose;
- comply with all applicable laws and regulations;
- not infringe upon the intellectual property rights of any third party; and
- be free of liens and encumbrances.

2.2 The warranties contained herein are cumulative and in addition to any statutory rights available to the Buyer. All warranties survive inspection, acceptance, and payment and continue for at least twelve (12) months from delivery or longer if required by law.

2.3 Buyer may assign the benefit of Seller’s warranties to customers or end users of Buyer’s products.

2.4 The Seller hereby guarantees to the Buyer that the Seller shall be responsible for and shall repair or, without prejudice to the Seller's liability hereunder, shall procure or repair, at the Seller's expense, any defective Goods (regardless of whether such Goods shall have been manufactured (wholly or partly) by the Seller or by a third party), which defects become apparent within twelve (12) months from the date upon which the Goods are put into service or incorporated into any products by the Buyer or any consignee of the Buyer. Further Seller shall, without prejudice to the Seller's liability, procure or ensure that a representative of the Seller shall promptly and at the Seller's expense replace and/or install any part(s) of Goods which prove to be defective, ordinary wear and tear excepted. All costs of any such repair or replacement, including material, equipment and labor shall be paid by the Seller.

3. CHANGES

3.1 Buyer may request changes to specifications, quantities, delivery schedules, or other terms.

3.2 Any adjustment to price or delivery resulting from a change must be agreed in writing and signed by both parties. No price increase applies unless it reasonably reflects Seller's documented increased costs.

3.3 Any subsequent orders placed by Buyer with Seller are subject to these Terms unless otherwise agreed in writing.

4. PRICE AND PAYMENT

4.1 Prices and currency are as stated in the Purchase Order and include all packaging, delivery, and insurance costs unless expressly stated otherwise. The price indicated is exclusive of Value Added Tax, if and as applicable.

4.2 Payment is due within sixty (60) days of receipt of Seller's properly stated invoice, unless otherwise specified in the Purchase Order. Time for payment is not of the essence.

4.3 Buyer may dispute invoices in good faith and withhold disputed amounts pending resolution.

5. PACKING AND DOCUMENTATION

Seller shall properly package and secure all Goods and include the applicable Purchase Order number on all shipping documents, invoices, packing, bills of lading, receipts, correspondence, and all other documentation relating to the Goods.

6. BUYER PROPERTY AND INSPECTION RIGHTS

All materials, designs, tools, or equipment supplied or paid for by Buyer remain Buyer's property and may be inspected or removed upon request. Seller bears risk of loss or damage while in Seller's custody.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 Seller (including its officers, employees, directors, members and agents) shall maintain as confidential all Buyer's Confidential Information, shall not disclose Buyer's Confidential Information to third parties and use it solely to perform under the Contract. Buyer's Confidential Information includes, without limitation, specifications, drawings, sketches, models, samples, technical information, methods, processes, techniques, formulas, compounds, compositions, research data, marketing and sales information, customer information and lists, plans, know-how, trade secrets, business information, whether in written or oral form, and any other non-public information which a reasonable person should understand to be the Buyer's Confidential Information. No information furnished by the Seller to the Buyer hereunder or in contemplation hereof shall be considered to be confidential or proprietary unless specifically agreed to in writing by the Buyer.

7.2 Each party shall comply with applicable data protection laws and, if applicable, with the Data Protection Addendum available at: <https://globalcorporate.therakos.com/wp-content/uploads/2026/08/DPA-Cyber-Addendum.pdf>. A separate data processing agreement may be executed where required.

8. DELIVERY

8.1 Delivery occurs at the location specified in the Purchase Order. **Time is of the essence.** All arrangements in relation to delivery, installation or other work shall be responsibility of the Seller.

8.2 Buyer may reject late, non-conforming, excess, or partial deliveries at Seller's expense. If Buyer rejects late, non-conforming, excess, or partial deliveries, the Buyer may treat the Contract as repudiated by the Seller and may terminate it, or any outstanding deliveries under it, without prejudice to the Buyer's right to damages for breach of the Contract or any other remedy available to it in law, under the Contract or otherwise.

9. INSPECTION AND REJECTION

Buyer may inspect Goods at any time and reject non-conforming Goods without limitation. Inspection or payment does not waive Buyer's rights.

10. INSTALLATION AND ON-SITE WORK

Where installation or on-site work is required, Seller performs at its own risk and expense and shall maintain adequate insurance coverage. Where the Goods are to be installed by the Seller, delivery shall be deemed not to have taken place until the installation has been completed to the satisfaction of the Buyer.

11. TITLE AND RISK OF LOSS

Title to and risk of loss of Goods passes to Buyer upon delivery or installation of same to Buyer, free of all liens and encumbrances.

12. INDEMNIFICATION AND INSURANCE

12.1 Seller shall defend, indemnify, and hold harmless Buyer and its affiliates, officers, directors, and employees from all judgments, damages, costs, losses, damages, and expenses (including attorneys' fees) which Buyer may incur or for which it may become liable in connection with any third party claim, cause of action, demand, complaint or other proceeding arising from any assertion that: the Goods were or are defective or otherwise failed to conform to their specifications; Seller breached the Contract or violated applicable law; Seller acted negligently; or the Goods infringe upon any patent, trademark, copyright, or other intellectual property right.

12.2 Seller shall maintain commercially reasonable insurance coverage and provide certificates upon request; however, the limits of such insurance shall not serve to limit or cap Seller's indemnification obligations hereunder.

13. ADVERTISING

Seller shall not use Buyer's name or trademarks without prior written consent.

14. FORCE MAJEURE

Buyer is not liable for failure or delay caused by events beyond its reasonable control and may cancel or modify affected Purchase Orders.

15. ASSIGNMENT

Seller may not assign or delegate any rights or obligations without Buyer's prior written consent.

16. SET-OFF

Buyer may set off any amounts owed by Seller against amounts payable under this or any other agreement.

17. TERMINATION

Buyer may terminate the Contract immediately upon Seller's insolvency, cessation of business, or material breach. Termination does not affect rights or obligations which accrued prior to the date of termination or which, by their nature, should reasonably be expected to survive termination.

18. GENERAL

18.1 Failure to enforce any provision is not a waiver.

18.2 Nothing in these Terms limits any statutory rights or liabilities that cannot be excluded under applicable law, including rights under applicable sale of goods or defective products legislation.

18.3 Headings are for convenience only and do not affect interpretation.

19. GOVERNING LAW AND JURISDICTION

FOR SELLERS ENGAGING WITH THERAKOS LLC and THERAKOS HOLDINGS USA, LLC: The Contract is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles which might direct the application of the laws of any other jurisdiction. With respect to any dispute or claim arising out of or relating to this Contract or the parties' relationship, the parties submit to the exclusive jurisdiction of state and federal courts located in Delaware and waive any right to trial by jury.

FOR SELLERS ENGAGING WITH ALL OTHER THERAKOS ENTITIES: The Contract is governed by the laws of England, without regard to conflict-of-laws principles which might direct the application of the laws of any other jurisdiction. With respect to any dispute or claim arising out of or relating to this Contract or the parties' relationship, the parties submit to the exclusive jurisdiction of English courts.