

AMICUS SPEND MANAGEMENT, LLC

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. **Applicability.**

(a) These terms and conditions of sale (these “**Terms**”) govern the services purchased by Amicus Spend Management, LLC (“**Amicus**”) as an intermediary in connection with the purchase of goods (“**Goods**”) or services (“**Services**”) by the customer identified in the quotation (“**Customer**”) from the respective seller of such Goods or Services (“**Seller**”). These Terms and any accompanying quotation and subsequent confirmation (the “**Order Confirmation**”) comprise the entire agreement between the parties (collectively, this “**Agreement**”), unless Customer and Amicus have entered into a valid and current agreement that otherwise specifies the terms and conditions of purchase of Goods or Services. In the event of conflict between any of the respective term or terms in such current agreement (if any) and these Terms, these Terms shall prevail to the extent of the conflict. The prevailing terms will supersede all other prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail in all instances over any of Customer’s general terms and conditions of purchase or any Customer purchase order (“**Purchase Order**”) regardless of whether or when Customer has submitted its Purchase Order or such terms. By placing an order for Goods or Services, Customer affirms that it accepts and agrees to be bound by these Terms and acknowledges that fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

(b) Customer acknowledges that Goods or Services being purchased by Customer pursuant to these Terms are manufactured or performed by third-party Sellers. Amicus’s liability with respect to such Goods or Services and the referral or delivery thereof shall be limited as set forth herein.

2. **Delivery.**

(a) Amicus will arrange for shipment of Goods to Customer, or for performance of Services at Customer’s location. Subject to availability, the Goods will be delivered to, or the Services performed at, the location set forth in the Purchase Order (the “**Delivery Point**”) within a reasonable time after the receipt of the Purchase Order. Shipping, delivery, and/or service dates are estimates only and cannot be guaranteed. Amicus shall not be liable for any delay of Services or loss or damage of Goods in transit. Customer must work directly with Seller to resolve any issues resulting from delay of Services, or delay, loss, or damage of Goods.

(b) If Seller delivers to Customer a quantity of Goods of up to ten percent (10%) more or any amount less than the quantity set forth in the Order Confirmation, Customer shall not be entitled to object to or reject the Goods or any portion of them solely by reason of a surplus or shortfall and shall pay the price for such Goods set forth in the Order Confirmation, adjusted pro rata for the Goods actually delivered.

(c) If Seller performs additional Services resulting in fees of up to ten percent (10%) more than that set forth in the Order Confirmation, Customer shall not be entitled to dispute payment of the overage of invoiced Services solely based on the fact of the overage, and shall timely pay the invoice for such Services set forth in the Order Confirmation.

(d) Customer's sole and exclusive remedy for non-delivery or late delivery of the less than the full quantity of Goods ordered or non-performance or late performance of a portion of the Services shall be limited to an adjustment to the invoice(s) by Amicus to reflect the actual quantity of Goods delivered or the portion of the Services performed.

3. **Shipping Terms.** Amicus shall arrange for shipment of Goods by Seller to Customer in accordance with the terms on the face of the Order Confirmation. Customer will pay all shipping and handling charges unless otherwise specified in the Order Confirmation.

4. **Title and Risk of Loss.** Title and risk of loss passes from the applicable Seller to Customer upon delivery of Goods to the carrier. For the avoidance of doubt, Amicus is contracting with each Seller solely on behalf of Customer, and in no circumstance will Amicus be deemed to take title or possession of the Goods or bear risk of loss or damage with respect thereto. **Inspection and Rejection of Nonconforming Goods or Services.**

(a) Customer has the right to inspect the Goods within five (5) business days of receipt or the Services within five (5) business days of performance completion (or at the completion of an agreed-upon phase where inspection is to be done) (the "**Inspection Period**"). Customer will be deemed to have accepted the Goods or Services unless it notifies Amicus in writing within such Inspection Period of any nonconforming goods or any Services which do not conform to the Order Confirmation or these Terms ("**Nonconforming Goods**" or "**Nonconforming Services**", as applicable) during the Inspection Period and furnishes such written evidence or other documentation of the nonconformance as reasonably required by Seller. Nonconforming Goods means only the following: (i) product shipped is different than identified in Customer's Purchase Order; (ii) product's label or packaging incorrectly identifies its contents; (iii) product is received in a damaged, altered, incomplete, or inoperative state; or (iv) product's primary packaging is sufficiently damaged as to reasonably expect product damage or non-performance. Nonconforming Services means only the following: (A) Services performed are materially different than identified in Customer's Purchase Order; (B) Services performed do not meet the functional requirements as set forth in the Order Confirmation.

(b) If Customer notifies Amicus of any Nonconforming Goods in a timely manner as set forth in Section 5(a), Amicus shall facilitate issuance of a return authorization for the Nonconforming Goods with the Seller. Customer shall ship, at its expense and risk of loss (unless stated otherwise in writing by Seller), the Nonconforming Goods to the location designated by the Seller.

(c) Amicus will have Seller re-perform at its expense any Nonconforming Services. At the completion of such re-performed Services Customer shall have the right to re-inspect the Services as set forth in Section 5(a).

(d) Customer acknowledges and agrees that the remedies set forth in Section 5(b) are Customer's sole and exclusive remedies with Amicus for the delivery of Nonconforming Goods or Nonconforming Services. Except as provided under Section 5(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to Seller.

6. **Price.**

(a) Customer shall purchase Goods and/or Services at the price set forth in Amicus's quotation and confirmed in the Order Confirmation (the "**Price**"). In the event that Customer issues

a Purchase Order at a Price that is no longer valid, Amicus will notify Customer of the new valid Price, and the Order will not be honored until a revised Purchase Order is received and confirmed new Order Confirmation issued.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority. Unless Customer provides proof of exemption, Amicus will include such taxes, duties, and charges on the quotation or invoice. Customer shall be responsible for all such taxes, duties, and charges, which will be collected by Amicus and remitted to the appropriate authorities.

7. **Payment Terms.**

(a) Unless otherwise agreed and stated on Amicus's invoice, Customer shall pay all invoiced amounts due to Amicus within thirty (30) days from the date of Amicus's invoice. Customer shall make all payments hereunder pursuant to the payment instructions provided by Amicus to Customer and in US dollars unless otherwise agreed to in writing by Amicus.

(b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated monthly. Customer shall reimburse Amicus for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under these Terms or at law (which Amicus does not waive by the exercise of any rights hereunder), Amicus shall be entitled to suspend the fulfilment of any Purchase Orders if Customer fails to timely pay any amounts and such failure continues for seven (7) days following written notice thereof from Amicus.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

8. **Indemnification.** Customer will indemnify, defend, and hold harmless Amicus and its affiliates, and their respective directors, officers, employees, representatives, contractors, agents, successors, and assigns, from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, assessment, cost, or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") related to or arising out of any third-party allegation, claim, lawsuit, or proceeding (a "Claim") to the extent such Claim is based on: (a) any breach of the Agreement by Customer, (b) any unlawful, improper, or negligent use of any Goods sold or Services provided to Customer under the Agreement, (c) any dispute between Customer and its customers, (d) any dispute between Customer and Seller, or, (e) Customer's gross negligence or willful misconduct. Customer will use counsel reasonably satisfactory to Amicus to defend each indemnified Claim. If at any time Amicus reasonably determines that any indemnified Claim might adversely affect Seller, Amicus may take control of the defense at its expense. Seller's assumption of the defense shall not relieve Customer of its indemnification obligations under this Section 8. Customer may not consent to the entry of any judgment or enter into any settlement of a Claim without Seller's prior written consent, which will not be unreasonably withheld.

9. **Seller's or Manufacturer's Warranty; Disclaimer.**

(a) Customer acknowledges that Amicus does not manufacture or control any of the Goods or perform any of the Services sold pursuant to these Terms. Other than solicitation of certificates of insurance from Service providers, Amicus does not vet or endorse any Sellers of Services or Goods, or original equipment manufacturers (“**Manufacturers**”). Accordingly, Amicus does not provide any warranties with respect to the Goods or Services. Where applicable, Amicus will provide to Customer the Seller’s or Manufacturer’s warranty information related to the Goods or Services. Customer shall work directly with Seller or Manufacturer and follow the instructions included in Seller’s or Manufacturer’s warranty (or otherwise provided by Seller or Manufacturer) to obtain warranty service for defective Goods or Services and or to file a warranty claim. Amicus will provide reasonable support to Customer in assisting Customer in pursuing a warranty claim with the Seller or Manufacturers

(b) UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING, BUT NOT LIMITED TO, SOFTWARE OR SOFTWARE-AS-A-SERVICE) OR SERVICES MADE AVAILABLE TO BUYER BY AMICUS ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS. AS SET FORTH IN SECTION 9(a) ABOVE, AMICUS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT OR MATERIALS RELATED TO THE GOODS OR SERVICES OR THE GOODS OR SERVICES THEMSELVES. OTHER THAN AS EXPRESSLY STATED IN THESE TERMS, AMICUS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE GOODS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. **Limitation of Liability.**

(a) IN NO EVENT SHALL AMICUS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR OR FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AMICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL AMICUS’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO AMICUS FOR GOODS OR SERVICES SOLD UNDER THE SPECIFIC ORDER CONFIRMATION THAT IS THE SUBJECT OF THE CLAIM.

11. **Compliance with Laws.** Customer and Amicus shall each comply with all applicable laws, regulations and ordinances in the performance of their respective obligations under the Agreement. Customer shall maintain in effect all the required licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of Goods under this Agreement or any resale of Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. Amicus may terminate this Agreement if any

governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

12. **Termination.** In addition to any remedies that may be provided under these Terms, Amicus may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to timely pay any amount when due under this Agreement and such failure continues for seven (7) days after written notice of nonpayment by Amicus; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

13. **Waiver.** No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Force Majeure.** Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Amicus hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or other natural disaster; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (h) pandemic, epidemic, or other health emergencies; and. (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall promptly give notice to the other party of delay due to the Force Majeure Event. The Impacted Party shall use diligent efforts to mitigate the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's is unable to perform its obligations for a period of thirty (30) consecutive days following written notice given by it under this Section 14, the other party may terminate this Agreement upon ten (10) days' written notice.

15. **Assignment.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 15 shall be of no power or effect.

16. **General Provisions.**

(a) **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any

agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(b) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(c) **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of laws principles.

(d) **Venue; Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts in each case located in Fulton County, Georgia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(e) **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, pre-paid nationally recognized overnight courier, facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 16(e).

(f) **Amendment and Modification.** These Terms may only be amended in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

(g) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Sections: 8 (Indemnification), 10 (Limitation of Liability), and, **Error! Reference source not found.** (General Provisions).

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