

# AMICUS SPEND MANAGEMENT, LLC

## Purchase Order Terms and Conditions

### 1. Applicability.

(a) This purchase order is an offer by Amicus Spend Management, LLC (“**Amicus**”) for the purchase of the goods specified on the face of this purchase order (the “**Goods**”) from the party to whom the purchase order is addressed (“**Seller**”) on behalf of the end-user whose shipping address is specified in this purchase order (the “**End-User**”), in accordance with and subject to these terms and conditions (the “**Terms**”; together with the terms and conditions on the face of the purchase order, the “**Order**”). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, unless Amicus and Seller have entered into a valid and current agreement that otherwise specifies the terms and conditions of purchase of goods on behalf of the End-User. In the event of conflict between any of the term or terms in such current agreement (if any) and these Terms, the term or terms agreed to first in time shall prevail. The Order expressly limits Seller’s acceptance to the terms of the Order and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.

(b) These Terms apply to any repaired or replacement Goods provided by Seller hereunder.

(c) Amicus is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance. This Order is not binding on Amicus until Seller accepts the Order in writing or starts to perform in accordance with the Order. Amicus may withdraw the Order at any time before it is accepted by Seller.

3. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed to in writing by the parties (the “**Delivery Date**”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Seller agrees to work with Amicus to find a mutually-acceptable solution. In the event that a satisfactory solution cannot be reached, Amicus may take action up to and including terminating the Order by providing written notice to Seller and Seller shall indemnify Amicus against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.

4. Quantity. If Seller delivers more or less than the quantity of Goods ordered, the End-User may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s risk and expense. If the End-User does not reject such Goods and instead accepts delivery of such Goods at the increased or reduced quantity, payment shall be adjusted on a pro-rata basis.

5. Delivery Location. All Goods shall be delivered to the address specified in this Order (the “**Delivery Location**”) in accordance with agreed instructions.

6. Shipping Terms. Seller shall give written notice of shipment to Amicus when the Goods are delivered to a carrier for transportation. Shipment shall include all shipping documents, including the packing list, bill of lading, and any other documents necessary to release the Goods to the End-User. Commercial invoice shall be provided to Amicus within ten (10) business days after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order.

7. Title and Risk of Loss. Title passes to the End-User upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location, at which time risk of loss or damage will be borne by the End-User. For the avoidance of doubt, Amicus is contracting with Seller solely on behalf of the End-User, 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.

8. Packaging. All goods shall be packed for shipment according to Amicus's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Amicus prior written notice if it requires the End-User to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

9. Amendment and Modification. No change to this Order is binding upon Amicus unless it is in writing, specifically states that it amends this Order, and is signed by an authorized representative of Amicus.

10. Inspection and Rejection of Nonconforming Goods. The End-User has the right to inspect the Goods on or after the Delivery Date. The End-User, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If the End-User rejects any portion of the Goods, Amicus has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Amicus requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Amicus may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 19. Any inspection or other action by the End-User under this Section 10 shall not reduce or otherwise affect Seller's obligations under the Order, and the End-User shall have the right to conduct further inspections after Seller has carried out its remedial actions.

11. Price. The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, customs duties and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Amicus.

12. Payment Terms. Seller shall issue an invoice to Amicus in accordance with the Terms. Amicus shall pay all properly invoiced amounts as agreed, except for any amounts disputed by Amicus in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Amicus shall deliver a written statement to Seller no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 12. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

13. Setoff. Without prejudice to any other right or remedy it may have, Amicus reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Amicus to Seller under the Order.

14. Warranties. Seller warrants to Amicus and the End-User that for a period of twelve (12) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Amicus; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Amicus and/or the End-User. 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 Amicus and the End-Users' discovery of the noncompliance of the Goods with the foregoing warranties. If Amicus gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Amicus and/or the End-User.

15. General Indemnification. Seller shall defend, indemnify and hold harmless Amicus its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Amicus's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, 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**") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Amicus's or Indemnitee's prior written consent.

16. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Amicus and any Indemnitee against any and all Losses arising out of or in connection with any claim that Amicus's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Amicus's or Indemnitee's prior written consent.

17. Insurance. During the term of the Order and for a period of 12 months thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000 with financially sound and reputable insurers. Upon Amicus's request, Seller shall provide Amicus with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Amicus as an additional insured. Seller shall provide Amicus with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Amicus's insurers and Amicus or the Indemnitees.

18. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Amicus may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

19. Termination. Amicus may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on 30 days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Amicus may terminate this Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If Seller 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, then the Amicus may terminate this Order upon written notice to Seller. If Amicus terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Amicus prior to the termination.

20. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 15, 16, 17 and 23 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

21. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information. All non-public, confidential or proprietary information of the Amicus, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Amicus to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential,"

in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Amicus in writing. Upon Amicus's request, Seller shall promptly return all documents and other materials received from Amicus. Amicus shall be entitled to injunctive relief for any violation of this Section 22. This Section 22 shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

23. Force Majeure. No 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, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (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; and (f) national or regional emergency; or (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end 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 failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 23, the other party may thereafter terminate this Agreement upon 7 days' written notice.

24. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Amicus. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder.

25. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order 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. No relationship of exclusivity shall be construed from this Order.

26. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and, where expressly noted, the End-User. 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.

27. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

28. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Georgia in each case located in the City of Atlanta and County of Fulton, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. 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 this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, 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 30.

31. Severability. If any term or provision of this Order 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.

32. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, and Survival.