

Detoronics Corp. Purchase Order Terms and Conditions (DF-102)

1. Applicability.

(a) These Purchase Order Terms and Conditions (the “**Terms**”) govern any purchase order issued by Detoronics Corp. (“**Buyer**”) that incorporates these Terms by reference (the “**Purchase Order**”). The issuance of the Purchase Order to the party identified as Seller in the Purchase Order (the “**Seller**”) is an offer by the Buyer for the purchase of goods specified in the Purchase Order (the “**Goods**”) from Seller in accordance with and subject to these Terms. The Terms together with the terms of the Purchase Order are referred to herein as the “**Order**”.

(b) The Order, together with any documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller’s acceptance to the terms of the Order. The Order’s terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with the Order. In the event of a conflict between the terms and conditions of the Purchase Order and these Terms, the Purchase Order shall prevail.

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

(d) Buyer is not obligated to any minimum purchase or future purchase obligations under the Order.

2. Acceptance. The Order is not binding on Buyer until Seller accepts the Order by providing a written confirmation to Buyer (email is acceptable) or signing and returning the Purchase Order within two (2) business days of Buyer’s issuance of the Order. If Seller does not accept the Order within two (2) business days of Buyer’s issuance of the Order, the Order will lapse. Buyer may withdraw the Order at any time before it is accepted by Seller.

3. Delivery Date. Subject to Section 4, Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order (the “**Delivery Date**”). Timely delivery and rate of delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer, in its sole option, may: (a) agree in writing to a different Delivery Date; or (b) terminate the Order immediately, without liability to Seller, by providing written notice to Seller, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense, and Seller shall redeliver such Goods on the Delivery Date. Seller shall bear any premium shipping costs necessary to meet contractual delivery schedule. Seller shall report any anticipated delay immediately for whatever cause.

4. Quantity. If Seller delivers more than the quantity of Goods ordered, Buyer may reject any or all excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. The total Price (as hereinafter defined) for the Goods shall be adjusted on a pro rata basis to include any excess Goods not rejected by Buyer. Seller shall in no event deliver to Buyer less than the quantity of Goods ordered except with Buyer's express prior written consent, which may be withheld in Buyer's discretion.

5. Delivery Point. The Seller shall deliver the Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer.

6. Shipping Terms. Delivery shall be made at the Delivery Point in accordance with the terms in the Purchase Order.

(a) Title passes to Buyer upon delivery of the Goods to the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

(b) Seller shall be responsible for arranging the shipping of the Goods to Buyer according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are timely delivered in undamaged condition and in compliance with the terms and conditions of the Order, industry standard, and applicable law. Seller shall pay all costs of carriage and insuring the Goods in transit to the Delivery Point. Unless otherwise specified in the Purchase Order, the Price (defined below) includes all insurance, customs duties, packaging, and transportation costs to the Delivery Point.

(c) Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including, but not limited to, the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within one (1) business day after Seller delivers the Goods to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

(d) Unless otherwise specified in the Purchase Order, Seller may not make partial shipments of Goods to Buyer.

(e) All goods shall be packed for shipment in accordance with applicable law and industry standards and according to Buyer'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 Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

(f) Buyer shall have the right to recover immediate possession of all Buyer's Property at any time, with or without cause, and without any additional charge or fee being assessed to Buyer by reason of such recovery.

7. Amendment and Modification. No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of Buyer. Buyer shall have the right to make changes in, or additions to, the drawings and specifications, also to revise or issue additional instructions, to reduce or increase the quantity covered by any Purchase Order. If such change causes a material increase or decrease in Seller's cost or time for performance of this Purchase Order, an equitable adjustment in price or time for performance will be made and this Purchase Order will be modified in writing accordingly, provided any claim for adjustment must be made by Seller within thirty (30) days, after the date this change is ordered.

8. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, 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 damaged, defective, or otherwise nonconforming. If Buyer rejects any portion of the Goods, Buyer has the right, at its sole option and effective upon written notice to Seller, to: (a) terminate the Order in its entirety, without liability to Seller; (b) accept the Goods at a reasonably reduced price; or (c) require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its risk and expense, promptly replace the rejected Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for cause pursuant to Section 17. Any exercise by Buyer of its rights and remedies under this Section 8 shall not reduce Seller's obligations or Buyer's rights and remedies under the Order or applicable law, and Buyer shall have the right to conduct further inspections after Seller has carried out any remedial actions.

9. Price. The price of the Goods is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase 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 fees and applicable taxes, including, but not limited to, all sales, use or excise 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 Buyer. If Seller's price or the regular market price of the articles covered hereunder, is lower than the price stated in the Purchase Order on the date of shipment of the Goods, Seller agrees to give Buyer such lower price on any such article. Seller warrants that none of the items furnished under any Purchase Order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of any Purchase Order.

10. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced and undisputed amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice. All payments hereunder must be in US dollars and made by check, credit card, or

ACH. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than five (5) business 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 10. 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.

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

12. Warranties. Seller represents, warrants, and covenants to Buyer that:

(a) for a period of twelve (12) months from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) be fit and safe for their intended purpose and operate as intended; and (iv) be merchantable;

(b) no claim, lien, or action exists or is threatened against Seller that would interfere with Buyer's use or sale of the Goods;

(c) the Goods do not and will not infringe or misappropriate any third party's patent or other intellectual property rights; and

(d) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. 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 Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, in addition to other remedies available to Buyer under the Order or at law or equity, Seller shall, at its own cost and expense, promptly replace 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 replacement Goods to Buyer.

13. General Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, shareholders, advisors, and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, 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 Goods or Seller's negligence, willful misconduct, or breach of the Order, including the breach of

any representations and warranties herein. Seller shall not enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.

14. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any other Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or such 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 Buyer's or, as applicable, another Indemnitee's prior written consent.

15. Insurance. During the term of the Order and for a period of twelve (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 but not limited to product liability) with limits no less than \$3,000,000 for each occurrence and \$3,000,000 in the aggregate, automobile liability insurance with limits no less than \$3,000,000, and worker's compensation insurance with statutory limits (in no event less than \$1,000,000) with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Section 15. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with ten (10) business 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 Buyer's insurers, Buyer, and any other Indemnitees.

16. Compliance with Law.

(a) 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.

(b) Seller represents and warrants that all representations and certifications furnished by Seller as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Seller's knowledge no person has been paid a kickback or illegal gratuity in connection with this order.

17. Termination. Buyer may immediately terminate the Order, in whole or in part, at any time with or without cause upon delivery of a notice to such effect to Seller for undelivered Goods. In addition to any other remedies that may be provided under these Terms or otherwise, Buyer may terminate the Order with immediate effect upon notice to the Seller if Seller has not performed or complied with the Order, in whole or in part. If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, 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 Buyer may terminate the Order upon notice to Seller. If Buyer terminates the Order for any reason, Seller's

sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Limitation of Liability. IN NO EVENT SHALL BUYER OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATING TO THE ORDER OR THE GOODS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S AGGREGATE LIABILITY UNDER THE ORDER SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY BUYER TO SELLER FOR THE GOODS GIVING RISE TO THE CLAIM. NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE LIABILITY FOR INDEMNIFIED CLAIMS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

19. 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 or delay in exercising any right, remedy, power, or privilege arising from the Order shall operate or be construed as a waiver thereof.

20. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Order is confidential, may only be used for the purpose of performing the Order and may not be disclosed unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

21. Publicity. Seller shall not, in any manner, advertise or publish that Seller has furnished or contracted to furnish to Buyer the articles mentioned herein without specific prior written consent from Buyer.

22. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Order, for any failure or delay in fulfilling or performing any term of the Order, 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 the Order; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (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. The Impacted Party shall give notice within two (2) business 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 ten (10) business days following written notice given by it under this Section 22, the other party may thereafter terminate the Order upon five (5) business days' written notice.

23. Assignment. Seller shall not assign, transfer, or delegate any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 23 shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, or delegate any or all of its rights or obligations under the Order without Seller's prior written consent.

24. 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.

25. No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in the Order, express or implied, is intended to or shall confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Order.

26. Choice of Law. All matters arising out of or relating to each Order, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

27. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to the Order, including all exhibits, schedules, attachments, and appendices attached to the Order, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the Central District Court of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Los Angeles County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the Central District Court of California or, if such court does not have subject matter jurisdiction, the courts of the State of

California sitting in Los Angeles County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In any action, litigation, or proceeding arising out of or relating to the Order, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled.

28. Cumulative Remedies. The rights and remedies under each Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if Buyer terminates the Order in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

29. Notices. All notices, requests, 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 in the Purchase 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), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in the 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. Severability. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

31. Survival. Subject to the limitations and other provisions of the Order: (a) the representations and warranties of the parties contained in the Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Order: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Laws, Confidentiality, Choice of Law, Choice of Forum, and Survival. With respect to confidential information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 20 hereof shall survive the expiration or earlier termination of the Order until, if ever, such confidential information loses its trade secret protection other than due to an act or omission of Seller.