

## 1. GENERAL AGREEMENT

1.1 **Parties:** This Purchase Order is placed subject to the terms, conditions, drawings, specifications, and instructions stated herein, the provision of any document referring to these Terms and Conditions, or any attachments thereto, shall collectively constitute an agreement between Nephron SC, Inc., or any other Nephron entity identified on the face of this Purchase Order, including any and all applicable subsidiaries (“NEPHRON”), and the party identified as the “Vendor” on the face of this Purchase Order (“Seller”). This Purchase Order shall constitute NEPHRON’s offer to purchase from Seller either the goods and/or services ordered (“Products”). NEPHRON may revoke this offer at any time before Seller acceptance. Seller shall be deemed to have accepted this offer by sending NEPHRON a written acknowledgment, by delivering any Product ordered, or by commencement of work on Products to be specially manufactured for NEPHRON. Upon acceptance, Seller agrees to sell and deliver Products to NEPHRON in accordance with this Purchase Order.

1.2 **Governing Documents:** NEPHRON HEREBY OBJECTS TO AND REJECTS ANY PROPOSAL FOR DIFFERENT OR ADDITIONAL TERMS OR ANY ATTEMPT BY SELLER TO VARY THE TERMS OF THIS PURCHASE ORDER, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF ANY ACKNOWLEDGMENT, ORDER ACCEPTANCE, WARRANTY STATEMENT, OR INVOICE WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER. THIS PURCHASE ORDER SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN PARTIES WITH RESPECT TO THE PRODUCTS AND MAY BE MODIFIED ONLY IN WRITING SIGNED BY A NEPHRON AUTHORIZED REPRESENTATIVE AND BY SELLER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OF TRADE WILL BE PART OF THE CONTRACT BETWEEN PARTIES. NOTWITHSTANDING THE FOREGOING, IF A FULLY EXECUTED WRITTEN AGREEMENT EXISTS BETWEEN NEPHRON AND SELLER AND IS IN FULL FORCE AND EFFECT WITH RESPECT TO THE PRODUCTS HEREIN, THEN THE AGREEMENT SHALL GOVERN THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.

## 2. COMMERCIAL TERMS

2.1 **Nature of Products:** Unless otherwise stated on the Purchase Order, all Products must meet original manufacturer’s specification of form, fit, and function and be new, unused and in good condition.

2.2 **Price:** Seller shall sell to NEPHRON the Products shown in this Purchase Order at the prices specified. Prices for Products are not subject to increase. Price covers the net weight of Product, packaging, labelling, and no extra charges of any kind (including charges for containers, insurance, packing, crating storage, handling, or cartage, interest charges, service charges and the like) will be permitted. Any forecasts provided by NEPHRON were provided as an accommodation to Seller, and shall not constitute a commitment of any type by NEPHRON. Except as otherwise provided in this Order, prices are exclusive of applicable freight charges and duties.

2.3 **Invoices:** Seller will submit itemized invoices, in electronic form only, to [AP@nephronpharm.com](mailto:AP@nephronpharm.com). Seller invoices shall contain (a) this Purchase Order number; (b) the NEPHRON part number(s) and revision number; (c) the quantity shipped; (d) Unit of Measure; (e) Country of Origin; (f) total invoice amount; (g) Seller name and phone number; (h) address to which remittance should be sent; and, (g) other such information as may be required by law or requested from time to time by NEPHRON. Upon request, Seller invoices shall also contain the applicable Harmonized Tariff number per item. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be processed. In the event that Seller issues an incorrect invoice, NEPHRON shall not pay Seller until Seller has re-issued a correct invoice.

NEPHRON payment terms shall apply from the date of the re-issued invoice.

- 2.4 Taxes:** NEPHRON shall be responsible for any applicable sales taxes, duties, and fees included in the Price as set out in the Purchase Order. Seller will promptly submit all tax forms and information necessary or reasonably required for NEPHRON to comply with any applicable tax withholding and reporting obligations. Seller acknowledges that NEPHRON may report payments to relevant tax authorities (including, without limitation, federal, state, and local tax authorities) and when determined necessary, may withhold taxes from such payments. NEPHRON shall have no other or further liability to Seller with respect to any tax, duty, levy or like imposition for which Seller may be liable as a result of the supply of Products.
- 2.5 Payment:** Unless indicated otherwise on the face of this purchase order, payment shall be due sixty (60) days after the latter of NEPHRON's receipt of either an appropriate invoice from Seller or the relevant Products. NEPHRON may deduct from such payment any monies owed by Seller to NEPHRON.
- 2.6 Not Acceptance:** Payment by NEPHRON shall neither constitute acceptance of the Products, nor impair NEPHRON's right to inspect such Products or invoke any available remedies.
- 2.7 Shipment Terms.** Seller shall ship Products in the method identified by NEPHRON to permit Seller to meet the delivery date(s) identified by NEPHRON on the face of this purchase order ("Delivery Date"). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight. Except as specified below, Seller agrees to ship Products to NEPHRON using our designated carrier with transportation charges billed directly to NEPHRON by the carrier. NEPHRON will not pay premium transportation charges unless authorized by NEPHRON in writing in advance of shipment. Seller will list any unauthorized charges not otherwise billed to NEPHRON as a separate line item on your invoice. If you ship Products by an unauthorized method or carrier, Seller will pay any resulting increased freight costs. You will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped. Title and risk of loss or damage shall pass from Seller to NEPHRON upon Seller's delivery of the Products to the "Ship To" address identified by NEPHRON on the face of this purchase order.
- 2.8 Shipment Costs.** Except as otherwise provided in this Order, NEPHRON shall bear all domestic shipping and transport expenses. Seller shall bear all international shipping and transport expenses and those expenses related to handling, packing, packaging, loading and delivery of Products to the designated carrier, and loading of Goods onto carrier's conveyance.
- 2.9 Import / Export.** Seller shall comply with all applicable import and export requirements, and shall furnish to NEPHRON, upon request, information and documentation to support Seller's compliance or documentation required for NEPHRON to comply with such requirements applicable to its receipt and use of any Product. Without limitation of the foregoing sentence, Seller warrants that upon request, Seller shall provide (a) a certification stating the Country of Origin of the Product sufficient to satisfy customs authorities in the country of receipt and any applicable export licensing regulations, (b) Product or Product container clearly marked with the country of origin, (c) a commercial invoice containing, without limitation, the invoice number, invoice date, name and address of the shipper, name and address of seller (if different from shipper), name and address of consignee, name and address of NEPHRON (if different from consignee), a detailed description of the Product, model number, serial number of Product (if Product is serialized), Harmonized Tariff Schedule (HTS) number for the destination country, order number, box number, number of boxes, total box weight (in kilograms), country of origin, quantities and measurements in the destination standard unit of measure, unit price of each shipped Product, value of any customs fees, total invoice value, currency of the invoice, invoice type, Incoterms 2020 terms of sale, carrier name, and bill of lading details. The invoice must be the language required by the destination country to which the Product is shipped.
- 2.10 Packaging.** Seller is responsible at your own expense for the safe and suitable packaging

of Products. Seller shall undertake to observe the requirements of all relevant regulations relating to the packaging, labeling, and carriage of the Products in countries of manufacture, shipment, transit, or destination. Seller shall use recycled or reusable packaging materials and minimize the number of different types of packaging materials whenever possible; and Seller shall comply with all applicable requirements regarding packaging recycling, reuse and return, and furnish to NEPHRON, upon request, information or documentation of Seller's compliance. Seller shall provide accurate shipping papers to the carrier covering Products in accordance with applicable laws and regulations. Seller shall correctly classify the Products (including, without limitation, according to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals ("GHS")), and ensure that Products are described, packaged, marked, and labeled, and at the time of shipment are in proper condition for transportation according to applicable laws and regulations. Seller agrees to provide NEPHRON, at or prior to the time of shipment, with a material safety data sheet and to promptly provide corrections and/or updates, for all Products supplied under this Purchase Order that are considered to be hazardous as that term is defined under the Occupational Safety and Health Administration's ("OSHA") Hazard Communication Standard ("HCS") (19 C.F.R. 1910.1200). Unless exempt from the HCS labeling provisions, Seller shall ensure that each container of hazardous materials shipped to NEPHRON is properly labeled in accordance with the HCS. Seller agrees that Products that are not properly classified, described, packaged, marked, labeled, or in the proper condition for transportation at the time of delivery to NEPHRON, according to the applicable regulations of the US Department of Transportation, OSHA, or any other governmental authority, shall be treated as Noncompliant Product (as defined in Section 2.14 below); and as such, Seller shall be responsible for any loss or damage due to its failure to handle, pack and package the Products in a proper and lawful manner; NEPHRON shall not be required to assert any claims for such loss or damage against the carrier involved. In each shipment, Seller shall include a packing list that contains the following: (a) this Order number; (b) the NEPHRON part number; (c) the quantity shipped; (d) Unit of Measure; (e) Product Weight; (f) date of shipment; (g) Country of Origin; and (h) the requested Delivery Date and such other information as NEPHRON may make reasonable request or is required by applicable law. The information on the packing list must agree with the information on Seller's invoice.

**2.11 Prospective Failure.** Failure to meet the Delivery Date specified on the face of this Order shall constitute a breach of this Order. Seller shall maintain the ability to contact NEPHRON on a twenty-four (24) hour a day, seven (7) day a week basis in order to communicate and manage any situation that threatens to interrupt the NEPHRON supply chain. Seller shall agree to notify NEPHRON immediately if Seller ever has reason to believe that any Product will not be delivered as ordered, or an entire shipment will result in any prospective failure to deliver Products in time to meet the Delivery Date. If only a portion of Product is available for shipment to meet the Delivery Date, Seller shall ship the available Product unless directed by NEPHRON to reschedule shipment. If only a portion of the Product can be provided on the Delivery Date, Seller shall provide requested Product unless directed by NEPHRON to reschedule delivery. Partial deliveries shall be deemed late shipments and be considered complete only when all Product has been delivered or provided. Notwithstanding the above, upon Seller's notice of any prospective failure to provide Product in time to meet the Delivery Date, NEPHRON reserves the right to terminate the Purchase Order and any subsequent Purchase Orders without any charge or liability.

**2.12 Late Shipment.** If, due to Seller's failure to ship Product in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Product by air transportation or other means acceptable to Nephron, and shall pay for any resulting increase in the cost of freight. Any shipment more than one (1) day late will be deemed late.

- 2.13 Early Shipment.** If NEPHRON receives any shipment more than five (5) calendar days prior to the Delivery Date, NEPHRON may either return the Goods or delay processing the corresponding invoice until the requested Delivery Date.
- 2.14 Noncompliant Product.** NEPHRON has the right to inspect Product on or after the date delivered and/or provided. NEPHRON, at its sole option, may inspect or audit all or a sample of the Product, and if any of the Product is deemed noncompliant or defective, NEPHRON may reject all or any part of such Product. NEPHRON has the right, effective upon Seller's receipt of written notice, to: (a) rescind this Purchase Order in its entirety; (b) accept all or part of the Product at a reasonably reduced price; or (c) reject all or part of the Product and require replacement and/or re-performance of the rejected Product. If replacement or re-performance is required, Seller, at no cost to NEPHRON, shall promptly replace the rejected Product and pay for all related expenses including, but not limited to, transportation charges for return of rejected Product and delivery of replacement Product. NEPHRON has the right to inspect replacement Product and/or audit re-performed Product as set out in this section.
- 2.15 Purchase Order Change or Cancellation.** NEPHRON reserves the right to cancel or reschedule all or any part of any Purchase Order for the undelivered Products if Seller does not deliver the Products as specified in this Purchase Order without incurring any liability to Seller. Withdrawal or cancellation will be immediately effective on receipt of written or electronic (e.g. email) notice to Seller. If NEPHRON cancels a Purchase Order and Seller has ordered or bought raw materials and components to manufacture the cancelled Products which are unique to those Products and which Seller cannot cancel, return, or use elsewhere, then NEPHRON will purchase the raw materials and components from Seller at Seller's actual cost, provided that except as otherwise expressly agreed to in writing, NEPHRON shall not be responsible for any raw materials or components purchased or ordered by Seller in anticipation of orders, based on NEPHRON's forecasts, or which are for Products to be delivered more than ninety (90) days from the date of NEPHRON's notice of cancellation. If Seller cancels an order for or returns the raw materials and components, NEPHRON will pay any reasonable restocking and cancellation fees actually incurred by Seller with prior written approval of NEPHRON. NEPHRON reserves the right to verify the amount of any cancellation and restocking fees and the quantity, price, and condition of any raw materials and components it is obligated to buy.
- 2.16 Product Design or Specification Changes by NEPHRON.** NEPHRON may, without any charge or liability, change, effective upon notice to Seller, NEPHRON's designs or specifications at any time prior to shipment or receipt of corresponding Products. If any such change directly affects the prices or delivery schedules of Product, an equitable adjustment may be made, provided that Seller makes a written claim for an adjustment within 30 days of NEPHRON's notice and prior to shipment or provision of the Product, and provided that such equitable adjustment is documented in writing signed by authorized representatives of both parties. If, after reasonable and good-faith efforts, the parties are unable to agree upon the amount of the adjustment, NEPHRON may terminate, without any charge or liability, this Order as to all Products affected.
- 2.17 No Changes by Seller.** Seller will send details of any proposed Process, Design or Product change(s) or discontinuance to [Procurement@NephronPharm.com](mailto:Procurement@NephronPharm.com) related to Products supplied. Seller proposed changes which may affect form, fit, function, reliability, service-ability, performance, interchangeability, regulatory compliance, safety or interface with NEPHRON equipment must be submitted along with a written change notice, for NEPHRON approval. At a minimum, the change notice must include Seller affected part number, proposed date of implementation, serial number effectivity of the assembly that is changed, reasons for the change and the specific dates associated with the proposed change. This change notice must be sent to us a minimum of six (6) months in advance of the proposed implementation date. NEPHRON will then have fifteen (15) business days to respond to you with approval of the change, disapproval of the change, or a request for sample evaluation by NEPHRON. Seller shall not implement any

Product changes without prior written approval from NEPHRON.

- 2.18 Subcontracting.** Seller shall not appoint any subcontractor or non-employee to carry out its obligations under this Purchase Order without the prior written consent of NEPHRON. In any event, even with NEPHRON consent, Seller shall remain liable for the performance of all such obligations and shall ensure that any permitted subcontractor or non-employee reads and understands the terms of this Purchase Order. NEPHRON may assign its rights or obligations under this Purchase Order to any NEPHRON affiliate or successor without Seller's consent.
- 2.19 Quality Control.** Seller understands that NEPHRON's goal is to receive defect-free Product. Seller shall maintain an objective quality program for all Product manufacturing in accordance with current Good Manufacturing Practices and any general specification set forth in this Purchase Order or otherwise supplied by NEPHRON. All certificates of analysis, instructions for use, certificates of compliance, safety data sheets, technical bulletins, and white paper & usage recommendations must accompany each shipment, as applicable. Seller shall promptly notify NEPHRON if Seller has information that reasonable suggests one or more Products do not meet or will not continue to meet the Specifications. Seller agrees to communicate openly and work together to resolve any identified quality concerns or objectives. Seller shall furnish to NEPHRON, upon request, a copy of Seller's quality program and supporting test documentation. Seller agrees to provide NEPHRON, its customers and regulatory authorities (including National Competent Authorities and Notified Bodies) with access to all sites and to all applicable records for the purpose of conducting quality audits, inspecting Product, or work in process. Regardless of any inspections conducted at site by NEPHRON, all Products are subject to final inspection and approval upon arrival at NEPHRON designated delivery property.
- 2.20 Conformance Defects and Liens.** Seller warrants that all Product shall (a) conform strictly to the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Purchase Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.
- 2.21 Non-Infringement Warranty.** Seller warrants that all Products do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.
- 2.22 General Warranties.** Seller warrants that (a) Products are new and do not contain any used or reconditioned parts or materials, unless otherwise specified or approved by NEPHRON; (b) Products are manufactured by or for the original manufacturer and do not contain any counterfeit materials. (c) Products do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by NEPHRON; and (d) all Products shall be provided in a professional manner.
- 2.23 Duration of Warranties.** Seller's warranties of conformance, defects and liens shall be in effect for the longer of either (i) Seller's normal warranty period, or (ii) one year following the date of acceptance of the Product by NEPHRON. All other warranties provided by Seller under this Purchase Order shall be in effect perpetually.
- 2.24 Work on NEPHRON Premises; Occupational Health Services.** If Seller Product is work to be performed on NEPHRON's premises, Seller shall comply with all applicable safety laws and NEPHRON's then current safety and other applicable regulations. Seller shall provide NEPHRON with a complete list of all chemicals, hazardous materials, and ingredients in the composition of goods or used to provide Product hereunder and a copy of the Material Safety Data Sheet for such chemicals and hazardous materials. The submission of such list by Seller shall not relieve Seller of exclusive responsibility for the safe transportation, use, storage, and disposal of such materials prior to acceptance by NEPHRON. All chemicals and hazardous materials brought by Seller to NEPHRON's premises shall bear a label stating the identity of the chemical or material and the hazards associated therewith.

### 3. MISCELLANEOUS

- 3.1 **Assignment.** This Agreement is entered into in reliance upon the Seller's personal performance of the duties imposed. The Seller agrees not to, in whole or in part, assign this Agreement or delegate the performance of its duties without the written consent of NEPHRON. Any such assignment or delegation without the previous written consent of NEPHRON, at the option of NEPHRON, shall affect a cancellation of this Agreement. Any consent by NEPHRON to an assignment shall not be deemed to waive NEPHRON's right to recoupment from Seller and/or its assigns for any claim arising out of this transaction.
- 3.2 **Force Majeure.** Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars, pandemic, and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party immediately upon knowledge of the event. During the period of any delay or failure to perform by Seller, outstanding orders will be governed in accordance with section 2.11 Prospective Failure.
- 3.3 **Indemnification.** Seller shall indemnify, defend and hold harmless NEPHRON, its Affiliates, and all of their respective officers, directors, agents, sub licensees, employees, subcontractors or other representatives from and against any and all claims, suits, demands, losses, liabilities, fines, damages, costs or fees (including reasonable attorneys' fees) (collectively "Claims") arising out of or relating to: (a) Seller's breach of this Purchase Order (including without limitation its representations and warranties hereunder); (b) the Products provided hereunder; or (c) Seller's negligence, recklessness, or willful misconduct, including but not limited to a violation of applicable law, rule, regulation. Seller shall, at its own expense, defend, indemnify and hold harmless NEPHRON, its Affiliates and/or their respective officers, directors, employees, contractors, agents, representatives, successors, assigns, customers or licensees for any alleged infringement of any United States or foreign patent, trademark, copyright or other proprietary right arising from the sale or use of any Product, and NEPHRON may be represented by and actively participate through its own counsel in any such suit or proceedings. Seller shall indemnify and hold harmless NEPHRON and such other parties from any Claims arising therefrom or in connection therewith. In case any goods or services, or any part or use thereof, is held to constitute an infringement, Seller shall, at its own expense, either procure for NEPHRON the right to continue using such Product or replace the same with a substantially equal but non-infringing Product meeting the requirements of this Purchase Order. In the event Seller does not or cannot procure such rights, or replace such Product, Seller shall promptly refund to NEPHRON all payments made under this Order.
- 3.4 **Insurance.** Seller shall carry and maintain insurance coverage satisfactory to NEPHRON to cover its obligations in this PO, including without limitation, the following insurance with the respective minimum limits per occurrence: Commercial General Liability - \$1,000,000, Workers' Compensation - statutory, Business Automobile Liability - \$1,000,000 and Product Liability Coverages - \$1,000,000. Upon request, Seller shall submit to NEPHRON certificates of insurance showing proof of such coverages. All such policies shall name NEPHRON as an additional insured.
- 3.5 **Intellectual Property.** For all Products and deliverables created under this Purchase Order involving developmental or research activities, Seller hereby assigns and transfers to NEPHRON all rights to possession of, and all right, title, and interest, including all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights ("Intellectual Property Rights") in and to such work products and deliverables created under this Purchase Order, in whatever form or medium captured, and in and to all physical and electronic materials, papers, and documents

(including drawings), hereinafter referred to as "Works," and copies, abstracts, and summaries thereof, which are developed or conceived or which may come into Seller's possession as a result of fulfilling obligations under this Purchase Order. Seller shall promptly disclose to NEPHRON any Works known to Seller and all such Works shall be deemed to be "works made for hire" exclusively for NEPHRON, with NEPHRON having sole ownership of such Works and the sole right to obtain and to hold in its own name any Intellectual Property Rights therein and thereto. Seller hereby agrees to give NEPHRON or any person designated by NEPHRON at NEPHRON's expense, all reasonable assistance required to perfect the rights hereinabove defined. Seller shall cooperate (and cause its employees to cooperate) in executing an enforceable agreement with Seller prior to their engagement in any Works, which agreement includes appropriate confidentiality, assignment of work product and invention provisions to effectuate the provisions of this Purchase Order. Notwithstanding the foregoing provisions, NEPHRON's ownership rights do not apply or extend to any of the following (collectively, the "Seller Property"): (i) any methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience or other materials or property owned or licensed by Seller before the provision of the Services under this Purchase Order; (ii) any improvements or other modifications to any of the foregoing that Seller creates during the generation of Product under this Purchase Order without the use of any of NEPHRON's Confidential Information or Intellectual Property Rights; or (iii) any of the Intellectual Property Rights in or to any of the items described in the preceding clauses (i) and (ii). All right, title, and interest in and to the Seller Property is and shall remain in Seller, and Seller shall not be restricted in any way with respect to the Seller Property. However, if the Purchase Order does not involve developmental or research activities, but the Works covered by it are to be produced in accordance with drawings or specifications furnished by NEPHRON, Seller hereby grants to NEPHRON a perpetual, irrevocable, worldwide, non-exclusive and royalty-free license with the right to grant sublicenses, to make, have made, use and sell any improvement in the goods which is conceived, developed or reduced to practice by Seller in the production of the Works under this Agreement.

- 3.6 **Confidentiality.** All specifications, drawings, inventions, engineering notices, financial information, technical data, and/or equipment supplied by NEPHRON shall remain its property and shall be held in confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without NEPHRON's prior written consent, and shall be returned to NEPHRON upon demand or upon completion by Seller of its obligations under this Agreement. Any information that Seller discloses to NEPHRON with respect to the design, manufacture, sale, or use of the items covered by this Agreement shall be deemed to have been disclosed as part of the consideration for this Agreement, and Seller shall not assert any claim against NEPHRON by reason of NEPHRON's use of such information. Without obtaining the prior written consent of NEPHRON, Seller shall not advertise or publish the fact that Seller has contracted to furnish NEPHRON Products, or use any trademarks or trade names of NEPHRON in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, NEPHRON shall have the right, among all other remedies, to cancel the undelivered portion of any Products covered by this Agreement and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.
- 3.7 **Disbarment.** Seller represents and certifies that neither it nor any person or entity employed or engaged by Seller, including without limitation its officers, directors, employees, or agents who provide services in connection with this Agreement (collectively "Personnel") are currently: (1) excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. Sec. 1320a-7b or from federal procurement or non-procurement activities as defined in Executive Order 12689 (collectively "Ineligible"); or (2) debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. Sec. 335 (a), as

amended, or any similar state law or regulation (collectively "Debarred") or (3) convicted of a criminal offense that falls within the ambit of 42 U.S.C. Sec 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible ("Convicted"). Seller represents and certifies that it will not utilize any Ineligible, Debarred, or Convicted Personnel to provide any services hereunder. If Seller becomes Ineligible, Debarred or Convicted during the term of this Agreement, Seller will notify NEPHRON promptly, and in any event no later than ten (10) business days after receiving notification of the Ineligibility, Debarment, or Conviction. Upon receipt of such notice, or if NEPHRON becomes aware of any existing or threatened Ineligibility, Debarment, or Conviction, NEPHRON shall have the right to terminate this Order and reserve all rights. If Seller's Personnel become Ineligible, Debarred or Convicted during the term of this Agreement, Seller will remove the Ineligible, Debarred, or Convicted Personnel from responsibility for, or involvement with, the services performed or goods delivered under this Agreement within five (5) business days of discovering the Ineligibility, Debarment, or Conviction.

8. **Headings:** The headings of the provisions of these terms and conditions are inserted for convenience only and shall not constitute a part hereof.
- 3.9 **Governing Law; Disputes.** This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina. All disputes shall be adjudicated exclusively in South Carolina State Court (Lexington County) or, if subject matter jurisdiction can be established, in the U.S. District Court for the District of South Carolina.
- 3.10 **Limitation on NEPHRON Liabilities.** In no event shall NEPHRON be liable to Seller for anticipated profits or for incidental, special or consequential damages. NEPHRON's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from this Purchase Order, or from any performance or breach, shall in no case exceed the price allocable to the Product which directly gives rise to the claim.
- 3.11 **Relationship of Parties / Non-Exclusivity.** Seller and NEPHRON are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Seller and NEPHRON understand and agree that neither these terms and conditions nor any Purchase Order shall create rights or obligations of exclusivity inuring to the benefit of Seller. Nothing in these terms and conditions or in any Purchase Order shall limit NEPHRON's right to, at all times, purchase goods and services from other Sellers.
- 3.12 **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
- 3.13 **Travel.** NEPHRON will reimburse Seller for reasonable travel and other expenses incurred while performing the obligations required pursuant to this Agreement, according to NEPHRON's current travel policy in place as of the effective date of the Purchase Order, copies of which are available upon request. All travelers are expected to exercise discretion and good judgment when incurring business-related expenses, and to work to minimize expenses whenever possible. All travel not deemed necessary is to be avoided. For the avoidance of doubt, the following is a brief summary of NEPHRON's travel policies: (a) The standard class for travel is economy. Business or First-Class travel is not authorized; (b) accommodations and services should be of a quality level to permit the conduct of business in an appropriate setting and effective manner. NEPHRON's policy requires the lowest practical room class; (c) The standard car rental class is intermediate. Exceptions are permitted if an intermediate car is not available, other employees/customers/suppliers are involved or an employee has a special circumstance that is communicated to NEPHRON, in advance; (d) No markups or administrative fees may be charged for travel expenses; (e) No travel



time charges will be accepted.

**3.14 Document Retention.** Any documentation or data relevant to Product or activities performed, including without limitation any GMP documentation, must be attributable, legible, complete, original, accurate, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data / documentation. Seller agrees to retain, preserve, protect, and maintain as necessary all documents, data, and information (including electronically-stored documents, such as emails) related to Seller's work for NEPHRON for a period of at least seven (7) years after the end of the term of the Purchase Order. Seller shall make available such documents, data, and information at NEPHRON's request at any time. If Seller chooses to maintain paper documents in an electronic format, the electronic format must be an exact replica of the paper document. The Document Retention provisions of this Agreement may only be modified by written work order or a written agreement between NEPHRON and Seller. Seller agrees not to destroy, dispose of, or cease to retain any documents, data, or information without the express permission of NEPHRON at any time, and without offering to provide NEPHRON with copies of the documents, data, or information, even more than seven (7) years after the end of the term of the Purchase Order.

**3.15 Business Ethics.** NEPHRON is committed to demonstrating honesty, integrity, ethics and best practices. To emphasize this commitment, we have established a Code of Business Conduct and Ethics ("Code"). The Code provides expectations for the legal and business issues we face every day and sets forth the overall principles of our company. We require the Code and its overall principals to apply to all of our vendor and Seller colleagues. Accordingly, we incorporate it by reference to these terms and conditions. You can obtain a copy of the Code at <https://www.nephronpharm.com/sites/default/files/2017-07/NPC%20Supplier%20Code%20of%20Conduct%202024.pdf>. Among other things, the Code provides the following guidelines and prohibitions; (a) Seller shall comply with all foreign and United States federal, state and local laws and regulations applicable to it and the goods or services provided under this Purchase Order including without limitation those laws and regulations regarding the manufacture, testing, distribution, sale, and/or promotion of pharmaceutical products and medical devices and required permits, licenses, filings, certifications, and other approvals required by the FDA or any similar state or local or foreign law or regulation. (b) Conflict of Interest- No employee, officer or director may receive improper personal benefits, or arrange for personal benefits, for a relative, friend or business associate. Actions may not be taken in which a private interest interferes with an individual's ability to advance the interests of NEPHRON or to perform work objectively and effectively; (c) Ensuring Vigorous Competition and Fair Dealing- NEPHRON achieves competitive success through honest dealing and superior performance. NEPHRON always competes vigorously, engages in arm's length transactions with competitors, sets prices independently and makes independent decisions about customers and suppliers; (d) Avoiding Improper Entertainment and Gifts- As a general rule, business courtesies may be provided or received if they are ordinary and customary under the circumstances and of modest value. The following courtesies are never permitted; cash or cash equivalents (such as gift cards), gifts or entertainment that may tarnish the reputation of NEPHRON, and gifts, meals or entertainment that are provided to prevent the recipient's ability to act in the best interest of NEPHRON; (e) Harassment Free and Discrimination Free Workplace- NEPHRON is committed to providing a work environment that is free of all types of harassment and discrimination. NEPHRON promptly and thoroughly investigates all allegations of harassment or discrimination. NEPHRON does not tolerate any form of harassment such as slurs, derogatory gestures or messages, or display of objects that would create a hostile work environment; (f) Equal Opportunity Employer- NEPHRON is an equal opportunity employer and federal contractor or subcontractor. Consequently, NEPHRON and Seller agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these

laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. NEPHRON and Seller also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws; (g) Appropriate Interaction with Government Personnel and Foreign Government Personnel-NEPHRON conducts business with the highest level of integrity and in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA") 15 U.S.C. sections 78dd-1 et seq. Consistent with the FCPA, NEPHRON prohibits the payment by NEPHRON personnel or agents of "anything of value" (i.e., anything with objective or subjective values, such as cash, entertainment, promises of future employment or charitable contributions made at the request of a foreign official) to a foreign official for any purpose. In addition, the U.S. government regulates the type of business courtesies that can be given to U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules is strictly prohibited. This is not meant to be an exclusive list of Code requirements. There are other important parts of the Code and Seller is encouraged to review the Code in its entirety.