

NUVASCULAR, INC.

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

"Buyer" means **Nuvascular, Inc.**

"Supplier" means the entity identified on the Purchase Order.

"Purchase Order" or "PO" means Buyer's written authorization to purchase Goods and/or Services.

"Goods" means products, materials, components, equipment, documentation, software, or other deliverables supplied under the Purchase Order.

"Services" means all labor, engineering, testing, consulting, development, processing, validation, or other services provided by Supplier.

2. ACCEPTANCE OF PURCHASE ORDER

These Terms and Conditions, together with the Purchase Order and all referenced specifications, drawings, quality agreements, and other incorporated documents, constitute the entire agreement between Buyer and Supplier.

Supplier's acceptance of the Purchase Order may be evidenced by:

- Written acknowledgment;
- Commencement of work;
- Shipment of Goods;
- Provision of Services;
- Acceptance of payment under the Purchase Order.

Any terms proposed by Supplier that are inconsistent with, additional to, or different from these Terms and Conditions are expressly rejected and shall have no effect unless accepted in writing by an authorized officer or Buyer.

3. ORDER OF PRECEDENCE

In the event of any conflict among applicable documents, the following order shall govern:

1. Executed Master Supply Agreement;
2. Quality Agreement;
3. Purchase Order;
4. Buyer Specifications and Drawings;
5. These Purchase Order Terms and Conditions;
6. Supplier Proposal or Quotation.

4. PRICING

Prices stated in the Purchase Order are fixed and may not be increased without Buyer's prior written consent.

Prices include:

- Packaging;
- Labeling;
- Documentation;
- Inspection;
- Certification;
- Compliance costs;
- All taxes except those Buyer is legally required to pay directly.

Supplier warrants that pricing is no less favorable than pricing extended to any similarly situated customer purchasing comparable quantities.

5. INVOICING AND PAYMENT

Supplier shall submit invoices containing:

- PO Number;
- Part Number;
- Description;
- Quantity;
- Unit Price;
- Shipment Date.

Unless otherwise stated in the Purchase Order, payment terms shall be Net 60 days from receipt of a properly submitted invoice and acceptance of Goods or Services.

Buyer may offset amounts owed by Supplier against amounts payable under this or any other agreement.

6. DELIVERY REQUIREMENTS

Time is of the essence.

Supplier shall deliver Goods and Services strictly in accordance with the schedules specified in the Purchase Order.

Supplier shall notify Buyer immediately of any anticipated delay.

Buyer may:

- Cancel delayed orders;
- Obtain substitute Goods from alternative sources;
- Charge Supplier for resulting excess costs.

Partial shipments require Buyer's prior written approval.

7. PACKAGING AND SHIPPING

Supplier shall package Goods to prevent damage, deterioration, contamination, and environmental exposure.

Each shipment shall include:

- Packing list;
- PO Number;
- Part Number;
- Lot Numbers where applicable;
- Quantity information;
- Certification documents if required.

Supplier shall comply with all applicable transportation and hazardous material regulations.

8. INSPECTION AND ACCEPTANCE

All Goods and Services are subject to inspection and acceptance by Buyer.

Inspection or payment shall not constitute acceptance.

Buyer may reject Goods that:

- Fail specifications;
- Are damaged;
- Are improperly labeled;
- Are nonconforming in any respect.

Rejected Goods may be returned at Supplier's expense.

Acceptance does not waive latent defects, warranty claims, fraud, or regulatory nonconformances.

9. QUALITY SYSTEM REQUIREMENTS

Supplier shall maintain an effective quality management system appropriate for the Goods or Services supplied.

Upon reasonable notice, Buyer, its customers, and applicable regulatory agencies may audit Supplier's facilities, records, and quality systems.

Supplier shall maintain records for not less than ten (10) years or longer where required by regulation or contract.

10. CHANGE CONTROL

Supplier shall not implement any change affecting:

- Product design;
- Manufacturing process;
- Raw materials;
- Sub-suppliers;
- Manufacturing location;
- Quality system certifications;
- Test methods;
- Packaging;
- Labeling;

without prior written approval from Buyer.

Supplier shall provide written notification sufficiently in advance to allow Buyer to assess the effect of the proposed change.

11. WARRANTY

Supplier warrants that all Goods and Services:

A. Conformity

Conform to all specifications, drawings, standards, samples, and requirements provided by Buyer.

B. Merchantability

Are merchantable and free from defects in material and workmanship.

C. Fitness for Intended Use

Are fit for the purposes intended by Buyer.

D. Regulatory Compliance

Comply with all applicable laws and regulations.

E. Ownership

Are free of liens, encumbrances, and security interests.

These warranties shall survive inspection, acceptance, payment, and use by Buyer.

The warranty period shall be twenty-four (24) months following acceptance unless otherwise specified.

12. NONCONFORMING PRODUCT

Upon discovery of a nonconformance, Buyer may:

- Reject the Goods;
- Require replacement;
- Require repair;
- Require rework;
- Receive a full refund;
- Recover associated costs.

Supplier shall bear all costs associated with:

- Returns;
- Re-inspections;

- Investigations;
- Corrective actions;
- Field actions;
- Recalls arising from Supplier-caused defects.

13. CORRECTIVE AND PREVENTIVE ACTION

Supplier shall respond to Buyer corrective action requests within the timeframe specified by Buyer.

Supplier shall investigate root cause and implement corrective actions.

Supplier shall provide documented evidence of effectiveness upon request.

14. REGULATORY COMPLIANCE

Supplier warrants compliance with all applicable laws and regulations, including:

- FDA regulations;
- Quality System Regulations;
- UDI requirements where applicable;
- Environmental regulations;
- Export control regulations;
- Labor laws;
- Anti-corruption laws.

Supplier shall promptly notify Buyer of:

- Warning Letters;
- Regulatory inspections resulting in significant findings;
- Consent decrees;
- Import alerts;
- Product seizures;
- Product recalls.

15. TRACEABILITY

Supplier shall maintain traceability records sufficient to identify:

- Raw materials;
- Components;
- Manufacturing lots;
- Inspection records;

- Test results.

Traceability records shall be made available to Buyer upon request.

16. CONFIDENTIALITY

All information supplied by Buyer is confidential.

Supplier shall:

- Use information solely for performance of the Purchase Order;
- Restrict disclosure to personnel with a need to know;
- Protect information using commercially reasonable safeguards.

This obligation survives termination of the Purchase Order.

17. INTELLECTUAL PROPERTY

All specifications, drawings, tooling, software, data, and materials supplied by Buyer remain the property of Buyer.

Unless otherwise agreed in writing, all work product developed specifically for Buyer shall become Buyer's exclusive property.

Supplier shall execute documents necessary to perfect Buyer's ownership rights.

18. INFRINGEMENT INDEMNITY

Supplier shall defend and indemnify Buyer against any claim that the Goods or Services infringe any patent, trademark, copyright, trade secret, or other intellectual property right.

Supplier shall pay all settlements, damages, judgments, and attorney fees arising from such claims.

19. INSURANCE

Supplier shall maintain:

- Commercial General Liability Insurance: \$2,000,000 minimum;
- Product Liability Insurance: \$5,000,000 minimum;
- Workers' Compensation Insurance as required by law;
- Employer's Liability Insurance: \$1,000,000 minimum.

Certificates of Insurance shall be provided upon request.

20. INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless Buyer and its affiliates from claims, losses, damages, penalties, costs, expenses, and liabilities arising from:

- Defective Goods;
- Defective Services;
- Supplier negligence;
- Supplier misconduct;
- Regulatory violations;
- Personal injury;
- Property damage;
- Product recalls attributable to Supplier;
- Breach of this Agreement.

21. LIMITATION OF LIABILITY

Nothing in this Agreement limits Supplier's liability arising from:

- Gross negligence;
- Willful misconduct;
- Product liability;
- Intellectual property infringement;
- Confidentiality breaches;
- Indemnification obligations.

22. FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond reasonable control.

The affected party shall:

- Promptly notify the other party;
- Mitigate the impacts of the event;
- Resume performance as soon as practicable.

Buyer may cancel affected orders without penalty if delays exceed thirty (30) days.

23. TERMINATION FOR CONVENIENCE

Buyer may terminate all or part of the Purchase Order at any time upon written notice.

Supplier shall cease work and minimize termination costs.

Buyer shall pay Supplier for conforming work completed prior to termination.

24. TERMINATION FOR CAUSE

Buyer may terminate immediately if Supplier:

- Breaches this Agreement;
- Fails to meet delivery requirements;
- Supplies nonconforming Goods;
- Becomes insolvent;
- Files bankruptcy;
- Violates applicable laws.

25. ASSIGNMENT AND SUBCONTRACTING

Supplier shall not assign or subcontract performance without Buyer's prior written consent.

Supplier remains fully responsible for approved subcontractors.

26. EXPORT COMPLIANCE

Supplier shall comply with all applicable export control and sanctions laws.

Supplier shall provide applicable export classifications and country-of-origin information upon request.

27. ETHICS AND BUSINESS CONDUCT

Supplier shall conduct business ethically and shall not engage in:

- Bribery;
- Corruption;
- Forced labor;
- Child labor;
- Human trafficking.

Supplier shall maintain programs reasonably designed to ensure legal and ethical compliance.

28. RECORD RETENTION

Supplier shall retain records relating to Goods and Services for a minimum of ten (10) years after final delivery unless a longer period is required by law or by Buyer.

29. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding conflict-of-law provisions.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

30. DISPUTE RESOLUTION

The parties shall first attempt to resolve disputes through good-faith negotiations.

Exclusive jurisdiction and venue shall lie in the state or federal courts located in Orange County, California.

31. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

32. WAIVER

Failure by Buyer to enforce any provision shall not constitute a waiver of future enforcement.

33. ENTIRE AGREEMENT

These Terms and Conditions, together with the Purchase Order and referenced documents, constitute the entire agreement between Buyer and Supplier regarding the subject matter herein.
