



## **General Terms and Conditions**

### **Between Company, Inc ("Company") and Vendor ("Vendor")**

#### **1. Scope of Agreement**

These General Terms and Conditions ("Agreement") govern the purchase of goods and/or services by the **Company** from **Vendor** and shall apply to all purchase orders, agreements, and transactions unless otherwise agreed in writing. Replaces and supersedes all other prior oral and written agreements between the Parties.

#### **2. Indemnity**

Each party shall be responsible for and shall indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, or expenses (including attorney fees) arising from injury to or death of its own employees, agents, or sub-Vendors, and damage to its own property, regardless of fault. This mutual "knock-for-knock" indemnity shall survive the termination of this Agreement.

#### **3. Limitation of Liability**

To the maximum extent permitted by applicable law. **Company** and **Vendor** shall not be liable for any indirect, incidental, consequential, punitive, or special damages—including but not limited to lost profits, data loss, business interruption, or reputational harm—arising out of or relating to this Agreement, even if advised of the possibility of such damages.

Total cumulative liability of either party for any claims arising from or related to this Agreement shall not exceed the total amounts paid by **Company** to **Vendor** under the Agreement during the twelve (12) months preceding the event giving rise to the claim.

#### **4. Delivery, Incoterms and Services**

- **Delivery.** Goods shall be delivered at the Point of Delivery on the Delivery Date in accordance with the Delivery Term all as specified in the Purchase Order along with all documentation necessary for the storage, installation, commissioning, operation, and maintenance of the Goods and all other relevant documentation.
- **Incoterms.** Unless otherwise provided in a Purchase Order, delivery terms for Goods shall be DDP (Incoterms 2010) (as Delivery Term) at the Facilities (as Point of Delivery) and on the date stated in the Purchase Order with all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such Goods. **Vendor** has an obligation to ensure the full value of the Goods, regardless of the Incoterms rules agreed. If the Delivery Term conflicts with any other provision of a Purchase Order, the latter shall prevail. **Company** shall not be liable for penalties or additional charges due to **Vendor** non-compliance with shipping or customs laws.
- **Services.** Services shall be provided at the delivery point (Point of Delivery) and on the date(s) as specified in the Purchase Order.
- **Complete delivery.** Unless otherwise provided in the Purchase Order, delivery shall not be deemed to have taken place until the Goods and/or Services have been received in full and in conformance with the timeline and milestones set out in the Purchase Order and with all certificates of approval, test certificates and other certification or necessary documentation required according to this Agreement or at law.

#### **5. Insurance Requirements**

**Vendor** shall at its expense and for the duration of the Agreement have and maintain insurance coverage with reputable and substantial insurers in accordance with good international industry practices and applicable law, including but not limited to: Workman's Compensation/Employer's Liability; Property All Risk; General Third Party Liability including Contractual liability; Third Party and Passenger Liability insurance, including aircraft and other comprehensive automobile insurance; Professional indemnity insurance if the Work provided entail such liability; P&I insurance in respect of any marine vessel, floating equipment, craft or plant used in the Work (if any), in a Club being a member of the International Group of P&I Clubs; as well as other insurance which **Vendor** deems appropriate in connection with fulfilling the duties under this Agreement.

**Vendor** shall maintain the following minimum insurance coverage:

- **General Liability:** \$1,000,000 per occurrence
  - **Workers' Compensation:** Statutory limits
  - **Automobile Liability:** \$1,000,000 combined single limit
  - **Excess/Umbrella Liability:** \$2,000,000
- Company** shall be listed as **Additional Insured**, and proof of coverage shall be provided upon request.

**Vendor** shall provide prompt written notice to the Company of any cancellation or material change to its insurance policies that results in coverage falling below the minimum levels required under this Agreement.

#### **6. Price, Invoicing, Payment, and Taxes**

- **Price and charges.** The fees and charges for the provision of the Goods and/or Services shall be the price shown for each of such Goods and/or Services on the face of the Purchase Order.
- **Invoicing.** Invoices shall be in English, addressed to **Company** and include all necessary references to the specific Goods and Services provided and **Company's** references including **Company's** name, contact person and department, Purchase Order number, place of delivery, quantity and description of the Goods or Services (in the same sequence as in the Purchase Order). With regards to taxes, each invoice shall show (i) the governing VAT rate applicable to the charges being invoiced; (ii) the VAT registration number of **Vendor**; and (iii) the VAT registration number of **Company**.
- All invoices must clearly refer to the associated Purchase Order (PO) number issued by ZymeFlow. Failure to include the correct PO number on an invoice will result in non-payment. It is the responsibility of the supplier to ensure that all invoices comply with this requirement.
- **Payment** shall, unless otherwise stipulated in a Purchase order, be due and payable Net 45 days from delivery and **Company's** receipt of complete and correct invoice at the address stated in the Purchase Order, if not disputed by the **Company** prior thereto in writing. In the event **Company** has not received and invoice, in whole or part, for the Goods or Services under a Purchase Order at the address stated in the Purchase order within one hundred twenty (120) days of the date of service completion or delivery of Goods, such Goods or Services shall not qualify for invoicing and any such invoice presented shall not be payable.. Failure by **Vendor** to submit accurate and complete invoices within this timeframe will result in non-payment, and the **Company** shall have no obligation to honor such delayed invoices or applications.
- **Tax.** Each Party is responsible for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of any contract and any payments hereunder. In the event that a withholding tax or similar tax, including any advance tax, is payable, **Company** will be entitled to deduct the withholding tax or similar tax from the payment relating to the Vendor as required under applicable laws, regulations and tax treaties. **Vendor** will indemnify and hold the **Company** harmless against all claims by any tax authority for any underpayment of with-holding tax or similar tax including advance tax, penalties and interest.

#### **7. Warranty**

All goods and services are warranted for a period of **twenty-four (24) months** from the date of acceptance by **Company**. Defective items shall be repaired or replaced at no additional cost. All warranty repairs or replacements shall themselves be warranted for a period of 12 months from the date of replacement.

#### **8. Audit Rights**

**Company** may audit **Vendor** records related to this Agreement for **twenty-four (24) months** following final delivery. **Vendor** shall provide access to relevant documentation upon request.

#### **9. Dispute Resolution**

Any disputes arising from or related to this Agreement shall be resolved via **good-faith negotiations** between the parties. If a resolution cannot be reached, disputes shall be submitted to **binding arbitration** in the state of Texas, pursuant to the rules of the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction.

#### **10. Confidentiality**

**Vendor** agrees to maintain the **confidentiality** of all non-public information obtained during this engagement. No proprietary or sensitive information may be disclosed to third parties without prior written consent, and confidentiality shall survive termination of this Agreement.

#### **11. Compliance**

- **General compliance.** **Vendor** and **Vendor Group** ("a group of companies within a larger Corporate Parent") shall, comply with all national and international laws, rules, regulations, orders, conventions and ordinances in force from time to time and applicable to the delivery of Goods or performance of Services and/or relate to the provision, licensing, approval or certification of the Goods or Services, including but not limited to those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-**Vendor** selection, discrimination, data protection and privacy.
- **Foreign Trade Controls and Sanctions.** **Vendor** and **Vendor Group** shall, comply with all trade, economic and financial sanctions and embargoes and all laws, regulations and orders directly or indirectly applicable to delivery of the Goods and Services including those imposed by the United States ("U.S.") and the European Union ("EU") and any EU member state, including for the avoidance of doubt all applicable regulations



governing the export and re-export of goods, software and technology ("Foreign Trade Controls"). **Vendor** warrants hereby that no member of **Vendor** Group is subject to any sanction, prohibition, restriction or designation that would cause the provision of the Goods and Services to be unlawful further to any applicable Foreign Trade Controls. To the extent any goods, software and/or technology ("Items") supplied by **Vendor** to **Company** are subject to any such Foreign Trade Controls, **Vendor** shall without delay and in a form satisfactory to **Company** provide the specific export/re-export classification of each of the Items, including the U.S. export control classification number ("ECCN"), EU dual use classification, and/or other relevant means of classification for Items restricted under applicable Foreign Trade Controls, including for the avoidance of doubt those applicable to Items subject to military export controls.

- **Anti-Corruption.** As regards this agreement each Party (i) shall comply with all applicable anti-corruption laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, as amended or updated from time to time; and (ii) undertakes and warrants to the other Party that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf, shall not, directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value (including facilitation payments) to any person or any entity for the purpose of (i) securing any improper advantage for **Vendor** or **Company**, (ii) inducing or influencing a Public Official improperly to take action or refrain from taking action in order for either **Vendor** or **Company** to obtain or retain business, or to secure the direction of business to either **Vendor** or **Company**; or (iii) inducing or influencing a Public Official to use his/her influence with any Government Authority or public international organization for such purpose.
- **Costs.** All costs incurred in complying with this clause 11 (Compliance) shall be for the sole account of **Vendor** and **Vendor** shall indemnify and hold **Company** harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by **Vendor** of any of its obligations in this clause 11. **Company** shall have the right to undertake or to appoint at its own cost, charge and expense a designated representative to audit and verify **Vendor's** compliance with this clause 11.
- **Compliance with the Modern Slavery Act 2015**  
**ZymeFlow** is committed to ensuring that slavery, servitude, forced labor, and human trafficking do not take place in any part of our business or our supply chains. In alignment with Section 54 of the UK Modern Slavery Act 2015, we maintain a zero-tolerance approach to modern slavery and take active steps to promote ethical practices.
- **Supply Chain Transparency**  
We expect all suppliers, contractors, and business partners to uphold high ethical standards and comply with applicable anti-slavery and anti-human trafficking laws. Our vetting processes include reviewing supplier policies and practices related to labor rights and conducting periodic risk assessments.
- **Employee Awareness & Responsibility**  
All employees are required to act with integrity and report any concerns regarding suspected breaches of this policy. We provide training and resources to help staff identify and respond to potential risks of modern slavery.
- **Review & Updates**  
This section of our Terms and Conditions may be updated periodically to reflect changes in legislation, company policy, or evolving best practices.

## 12. Force Majeure

A Party shall not be responsible for any failure to fulfil any term or condition of the Purchase Order caused by an unforeseen, extraordinary and serious event (not including economic hardship or adverse weather conditions, except for extraordinary weather conditions) not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable additional resources. If such event continues for 30 (thirty) consecutive days, **Company** may terminate the Agreement and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made under such Agreement, where **Company** shall pay **Vendor** a fair value of the delivered Goods and/or Services in accordance with this Conditions and as agreed between the Parties. The Party invoking force majeure shall promptly notify the other in writing and take reasonable steps to mitigate the effects of such an event.

## 13. Intellectual Property Rights

- **Ownership:** All intellectual property, including but not limited to inventions, designs, processes, trademarks, copyrights, and

trade secrets created, developed, or delivered under this Agreement shall be the sole and exclusive property of **Company**, unless otherwise specified in writing.

- **Pre-existing IP:** Any pre-existing intellectual property of **Vendor** used while providing goods or services shall remain the property of **Vendor**. However, **Vendor** grants the **Company** a **non-exclusive, royalty-free, irrevocable license** to use, modify, and distribute such IP as necessary to benefit from the services rendered.
- **Work Made for Hire:** Unless otherwise agreed, all deliverables developed specifically for **Company** under this Agreement shall be considered "**work made for hire**", with full rights assigned to **Company**.
- **IP Protection:** **Vendor** shall not use, disclose, or reproduce **Company's** intellectual property for purposes other than fulfilling its obligations under this Agreement. **Vendors** agree to take reasonable measures to protect the confidentiality and proprietary nature of such IP.

The Intellectual Property Rights shall survive termination of this Agreement.

## 14. Governing Terms in Absence of Agreement

In the absence of a mutually executed Agreement between the parties containing specific terms and conditions, these General Terms and Conditions shall govern all transactions between **Company** and **Vendor**. These terms shall take precedence and prevail over any conflicting provisions contained in quotes, proposals, invoices, or other **Vendor** documentation unless expressly agreed in writing by both parties.

## 15. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Texas without reference to conflicts of law.

## 16. Assignment

Neither party may assign or transfer any rights or obligations under this agreement without the prior written consent of the other party, except that **ZymeFlow** may assign this agreement in full to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets.

## 17. Change Orders

Any changes to the scope of services, deliverables, or timelines shall be documented through a written change order agreed upon by both parties. Change orders must specify the revised terms and any adjustments to cost or schedule.

## 18. Non-Solicitation

During the term of this agreement and for a period of [typically 12 months] following its termination, neither party shall directly or indirectly solicit the employment of any employee of the other party without prior written consent.

## 19. Severability

If any provision of this agreement is held to be invalid or unenforceable, such a provision shall be severed, and the remaining provisions shall remain in full force and effect. The parties shall replace the invalid provision with one that, as closely as possible, reflects the original intent.

## 20. Entire Agreement

This agreement constitutes complete and exclusive understanding between the parties and supersedes all prior or contemporaneous communications, proposals, and agreements, whether oral or written, relating to its subject matter. No modification of this agreement shall be binding unless in writing and signed by authorized representatives of both parties.