



Document Title: Standard Terms and Conditions of Purchase

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TRUVIAN STANDARD TERMS AND CONDITIONS OF PURCHASE

DEFINITIONS:

Agreement: shall mean these Terms and Conditions together with the Order pursuant to which goods or services are being provided and all documents specifically referenced herein or in such Order.

Buyer: shall mean the Truvian affiliated party issuing the Order.

Deliverables: shall mean Goods and/or Services depending on the context.

Goods: shall mean materials or products described in Orders, the purchase of which is governed by the terms of this Agreement.

Order: shall mean a document, electronic or hard copy, issued by Buyer to Seller, in the form of a purchase order or release or similar document, referring to these Terms and Conditions and ordering Deliverables.

Seller: shall mean the individual, partnership, corporation, or other entity contracting to furnish the Deliverables described in the Order, to whom the Order is issued by Buyer.

Services: shall mean services (whether or not ancillary to a sale of Goods) described in Orders, the purchase of which is governed by the terms of this Agreement.

Terms and Conditions: shall mean these Standard Terms and Conditions of Purchase.

- 1. ACCEPTANCE; ENTIRE AGREEMENT** Any of the following acts by Seller will constitute acceptance of the Agreement: (i) electronic acceptance; (ii) acknowledgment of the Agreement; (iii) commencement of performance or Seller's notice to Buyer of commencement of performance; (iv) acceptance or fulfillment of an Order. An Order shall be deemed accepted by the Seller unless the Seller provides written notice of rejection within five (5) business days of its receipt of the Order, and no substitutions of materials or accessories may be made without Buyer's written consent. The Agreement shall constitute the complete, exclusive and entire agreement between Seller and Buyer with respect to purchase(s) of Goods and/or Services, and Buyer's offer to purchase the Goods and/or Services is expressly limited to such terms. The Agreement shall control over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, between Buyer and Seller with respect to such purchase(s), and shall control over and supersede and replace any additional or different terms and conditions contained in any order acknowledgement or other statement by Seller, which additional or different terms and conditions are hereby rejected and shall be void unless specifically so accepted in a writing signed by Buyer. To the extent Seller's order conformation documents and any terms and conditions contained therein materially alter the Agreement, the Agreement shall be deemed a counteroffer to any offer made by Seller through Seller's order conformation documents. Buyer reserves the right to reject any delivery of Goods, or reject the performance of any Services, until such counter-offer has been accepted by Seller, provided, however, that Seller's shipment of Goods shall be deemed final acceptance of and agreement to the terms of such counter-offer.
- 2. PRICE AND PAYMENT** Seller represents that the price or prices specified in this Order do not exceed Seller's current selling prices for the same or substantially similar items whether to the government or to any other purchaser, taking into account the quantity. No charges of any kind, including charges for packaging or transportation, will be allowed unless specifically agreed to by Buyer in writing. All invoices must contain the following information: Order number, item number, description of items, quantities, unit prices, and taxes. Payments of invoices shall not constitute acceptance of Deliverables and shall be subject to adjustment for shortages, defects and other failure of Seller to meet the requirements of this Agreement. Buyer or any of its affiliated companies may set off any amount owed by Seller or any of its affiliated companies to Buyer or any of its affiliated companies against any amount owed by Buyer hereunder. Federal or local taxes of any nature billed to Buyer shall be stated as a separate line item on Seller's invoices. Payment terms will be net ninety (90) days



following (i) receipt of conforming Deliverables delivered pursuant to Buyer's delivery requirements, and (ii) satisfaction of the invoicing requirements (electronic or otherwise) set forth in this Agreement.

3. **DELIVERY** Seller shall furnish the Goods and/or Services in accordance with the delivery terms stated on the Order. Unless otherwise expressly set forth in the Order, the delivery terms for Goods shall be DDP (Incoterms 2020) the site specified on the Order. Seller shall bear the expense of transport of, and risk of loss or damage to, the Goods to the named place, and be responsible for export and import clearance thereof if the Goods originated from outside the US. Time is of the essence in Seller's performance of an Order, and Seller shall deliver Goods and perform Services by the date specified in the Order (the "Delivery Date"). Whenever an actual or potential reason for delay (including but not limited to labor disputes), delays or threatens to delay the timely performance of the Order, Seller agrees to immediately notify Buyer in writing of all relevant information and, subject to the force majeure provision set forth herein, to make and pay for all necessary changes to fulfill its obligations under the Order and mitigate the potential impact of any such delay. Buyer has the right without incurring any liability to cancel the purchase of any Deliverables affected by the delay in performance. Seller shall give Buyer at least one hundred eighty (180) days prior written notice of the permanent discontinuance of production of items covered by Orders, provided however that compliance with this provision shall in no way relieve the Seller from its obligations under any Order outstanding as of the date of such notice. Seller shall include an itemized packing slip with all shipments that will adequately identify the Goods shipped, quantity of each item, and the Order number. Each shipment of Goods originating from outside of the US must be accompanied by a commercial invoice prepared in the English language (or an English translation attached thereto) that meets the requirements of 19 CFR 141.86-141.92.
4. **INSPECTION / ACCEPTANCE / REJECTION** All Deliverables being provided to Buyer's specifications covered by the Order may be inspected and tested by Buyer or its designee, at all reasonable times and places, including during manufacture. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. Deliverables furnished hereunder shall have zero defects, and Seller has the obligation to properly inspect such items prior to delivery to Buyer. If any Deliverables covered by the Order are defective or otherwise not in conformity with the requirements of the Order or the warranty provided in Article 8 hereof, Buyer may, at Buyer's option, return defective/nonconforming goods to Seller for: (i) prompt repair or replacement; (ii) a credit towards other amounts owed Buyer, or (iii) full reimbursement. In either event, Buyer shall be entitled to reimbursement for out-of-pocket expenses actually incurred by Buyer in the purchase of the rejected goods, including packaging or transportation if applicable.
5. **AUDIT RIGHTS** Seller (which, for the purposes of this Section, includes Seller and Seller's Sub-tier suppliers) shall at any time, and after reasonable notice by Buyer and during regular business hours, (i) grant to Buyer, and/or to any competent regulatory authority, unrestricted access to (or if requested by Buyer, provide to Buyer copies of) Seller's books and records (including, without limitation, agreements and technical inspection and quality records, but excluding financial books and records), wherever such books and records may be located (including third-party repositories), and (ii) provide Buyer, and/or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at Seller's premises, including manufacturing and test locations for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order or for any other purpose in connection with the manufacture and sale of the Goods. Seller and its Sub-Tier suppliers shall furnish all reasonable facilities and assistance for the safe performance of the inspection, test, audit and/or investigation. Any corrective action requested by Buyer following any such inspection, test, audit or investigation shall be implemented by Seller at no cost. In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer may inspect and audit, on reasonable notice, Seller's financial books and records pertaining to an Order, if such Order: (i) is a time and material order, (ii) is a cost based order, or (iii) provides for advance or progress payments based on costs incurred by Seller.
6. **CHANGE ORDERS** Buyer shall have the right at any time prior to the Delivery Date of Deliverables to make changes in drawings, designs, specifications, packaging, place of delivery, nature and duration of Services, and method of transportation, or require additional or diminished work (collectively, a "Change Order"). If any such Change Order causes an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Seller's claims for adjustment under this section shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date Seller receives the Change Order.



7. **CHANGE REQUESTS AND DISCONTINUATIONS** Seller must notify Truvian in writing before implementing any changes to a Deliverable, by completing and submitting to Truvian (at ChangeRequest@truvianhealth.com) a change request on Truvian's standard form (available at <http://www.truvianhealth.com/suppliers>) (a "Change Request"). All Change Requests must be submitted at least ninety (90) days prior to implementation, and Seller must not implement any change to a Deliverable prior to receiving Truvian's written approval therefor. Changes requiring the submission of a Change Request include, without limitation, dimensions, performance, modifications to specifications, software changes, process changes, environmental requirements change, changes to manufacturer or distributor name, new component or raw material added, cosmetic change, production site change, changes to country of origin, new subcontractor, and acquisition by or of a new company. In the event Seller plans to discontinue a Deliverable, Seller must provide Truvian a Change Request no later than the date that is the earlier of (i) one hundred eighty (180) days prior to accepting the last order for such discontinued Deliverable, or (ii) three hundred sixty-five (365) days before the last shipment. Seller must accept from Truvian any purchase order submitted on or before the date for last order and fulfill such purchase order at the price in effect when submitting the Change Request.
8. **WARRANTIES** Seller expressly covenants and warrants that all Deliverables shall conform to the specifications, drawings, samples or other description upon which the Order is based, shall be suitable for the purpose intended, merchantable, free from defects in material and workmanship, and free from liens, or encumbrances of title, and that Deliverables of Seller's design will be (i) free from defect in design, and (ii) free from infringement of any third party intellectual property rights. Inspection, test, acceptance or use of Deliverables furnished hereunder shall not affect Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. This warranty shall run to Buyer, its successors, assigns, customers, and the users of the Deliverables. Seller further warrants that all work will be performed in a professional manner in accordance with the highest industry standards and in compliance with all applicable laws, rules and regulations.
9. **BUYER'S PROPERTY** All tools, equipment dies, gauges, models, drawings or other materials furnished by Buyer to Seller or made by Seller for the purpose of this Agreement or paid for by Buyer and all replacements thereof and materials attached thereto, shall be and remain the property of Buyer. All Buyer's property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Seller as being Buyer's property, will at Seller's expense be safely stored (separate and apart from Seller's property whenever practicable) and maintained and will be kept free of all liens, claims, encumbrances and interests of third parties. Seller shall be responsible for loss of and damage to Buyer's property. Seller will not substitute any property for Buyer's property, will not deliver or make available to any third party any of Buyer's property or any property or goods developed, manufactured or created with the aid of any of Buyer's property and will not use any of Buyer's property or any property or goods manufactured, developed or created with the aid of Buyer's property, except in fulfilling the Orders of Buyer. Upon completion by Seller of the Order, or upon the written request of Buyer at any time, Seller will prepare all Buyer's property for shipment and deliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Buyer shall have the right, at all reasonable times, upon prior notice to enter Seller's premises to inspect all Buyer's property and any property or goods manufactured, developed or created with the aid of any Buyer's property. Should Seller be unable to deliver Goods pursuant to this Agreement, Buyer, by written notice, may vest in itself title to finished parts, raw materials or work in process associated with this Agreement, and Seller shall deliver all such material and other Buyer property to such location or locations outside its facility as may be designated by Buyer.
10. **PUBLICITY** Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Agreement or which shall make use of Buyer's name or logo without the prior written consent of Buyer, except as may be reasonably required to perform this Agreement
11. **PROPRIETARY INFORMATION** "Proprietary Information" shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Seller, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order. Unless the Seller has received the Buyer's express written consent to the contrary, Seller shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling,



servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information. Seller may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors of the Seller who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with the Seller obligating such entity or person to treat such information in a manner consistent with the terms of this Section. Obligations in this Article 11 regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of the Seller or any third party. Unless required otherwise by law or the Order, the Seller shall promptly return, or otherwise dispose of Proprietary Information as the Buyer may direct. Absent contrary instructions, Seller shall destroy all Proprietary Information one (1) year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction. Seller agrees to notify Buyer in writing and to obtain Buyer's written consent, not to be unreasonably withheld, prior to manufacturing any parts for another entity that have the same form, fit and function as any parts Seller manufactures for Buyer using Proprietary Information. Seller's notification shall describe the parts to be manufactured for the other entity, identify the corresponding parts Seller manufactures for Buyer and provide Buyer with sufficient information to demonstrate that Seller will manufacture such parts without reference to or use of Proprietary Information. If Seller manufactures or sells any such parts without obtaining Buyer's written consent (or applies for or assists another entity in obtaining government approval for such parts), it shall constitute a breach of the Agreement and Buyer shall be entitled to injunctive relief and such other remedies as a court may order. Seller shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering). For proprietary information exchanged in connection with the Order, the terms of this Article 11 shall supersede any provisions regarding the protection of proprietary information in any other agreement between the Parties.

12. **INFRINGEMENT INDEMNIFICATION** Seller shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any intellectual property rights or license, related to the manufacture, use, sale, offer for sale, import or other exploitation of any Goods or Services delivered or performed in connection with the Order, except for claims relating to Goods or Services made in accordance with Buyer's design and specifications.
13. **INSURANCE** Seller (including contractors and all subcontractors, if any) shall maintain the following insurance with an insurance company or companies rated A- by AM Best (or equivalent) and must be authorized to do business under the laws of the state in which the services is to be done or goods furnished: (a) Commercial General Liability insurance (including Products, Contractual and Completed Operations liability for the obligations assumed hereunder) with a minimum limit of \$10,000,000 per occurrence covering bodily injury and property damage and including an endorsement for vendor's liability; (b) Workers Compensation Insurance covering Seller's obligations under applicable laws.
14. **DISPUTE RESOLUTION / GOVERNING LAW** Both parties agree that they will endeavor to resolve any disputes arising from or related to this Agreement amicably through discussions with each other; and that prior to either party filing legal action against the other (except for equitable actions that may be necessary to protect a party's rights), they will enter into informal settlement discussions between management personnel of each party. The settlement discussions will commence following receipt of written notice by one party to the other and will conclude within a 60-day period, unless the parties agree to a different time period. Such settlement discussions will include attempts that are at least two tiered; meaning that if one level of management from each side cannot resolve the dispute, then each party will appoint a higher level of management to review the dispute and endeavor to reach resolution. If a dispute cannot be amicably resolved, it shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator, the place of arbitration shall be San Diego, California, and the arbitrator shall apply the laws of the State of California, without regard to the conflicts of law principles contained therein. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The standard provisions of the Commercial Rules shall apply. The arbitrator will have the authority to allocate the costs of the arbitration



process among the Parties but will only have the authority to award attorneys' fees if permitted by law. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The Parties agree that failure or refusal of a Party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that Party to present evidence or cross examine witness. In such event, the other Party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying Party in the absence of evidence presented as provided for above. Notwithstanding the foregoing, the Parties agree that each Party shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court having jurisdiction thereof.

15. **TERMINATION FOR CONVENIENCE** Buyer may terminate, for its convenience, all or any part of this Agreement or any Order hereunder at any time by written notice to Seller. In such case Buyer's sole obligation will be to pay for completed Deliverables that are delivered to Buyer as of the effective date of termination. Notwithstanding anything to the contrary in the previous sentence, Buyer will not be obligated to pay for any Deliverables in excess of the quantity which would be delivered to Buyer in the "Lead Time Period" of the Order. The "Lead Time Period" for each terminated Deliverable will commence on receipt of Buyer's notice of termination and end upon the expiration of the lead time specified for such Deliverable. If no lead time is specified for a Deliverable, the lead time will be a reasonable average actual lead time under normal delivery circumstances for that Deliverable. In no event shall costs associated with, or anticipated profit or overhead, on unperformed work be payable to Seller.
16. **TERMINATION FOR DEFAULT** If (i) Seller fails to make any delivery or perform Services in accordance with Delivery Dates or otherwise fails to comply with the Order and does not remedy such failure within a reasonable time after receipt of written notice thereof, (ii) Seller fails to make progress to such an extent that performance of the Order is endangered, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or for appointment for the benefit of creditors, or (iv) Seller commits any other breach of this Agreement, Buyer may (in addition to any other right or remedy provided by this Agreement or by law) terminate all or any part of this Agreement by written notice to Seller without any liability and may purchase substitute goods and services elsewhere. Seller shall be liable to Buyer for any cost occasioned Buyer thereby. Buyer also may require Seller to transfer title and deliver to Buyer any completed supplies, and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of such part of this Agreement and any technology or information necessary for production of Deliverables. If a court of competent jurisdiction finds that any termination for cause was wrongful, then such termination shall be automatically converted to a termination for convenience and the rights and obligations of the parties will be as set forth in the section hereof titled "Termination for Convenience". The parties agree that the provisions of this Article 16 shall not apply to failures or delays in making deliveries of Deliverables when such failure or delay is due to any cause beyond the control and without the fault or negligence of Seller as provided in the force majeure provision set forth herein; provided, however, that Buyer may cancel without liability to Seller its purchase of any such items.
17. **COMPLIANCE WITH LAWS** Seller represents, warrants and covenants that it shall comply with all applicable international, national, state, regional and local laws and regulations with respect to the manufacture, sale, handling, and disposal of any Deliverables subject to the Order. Seller represents that it shall not furnish "counterfeit goods" to Buyer, defined as Goods or separately-identifiable items or components of Goods that may without limitation: (i) be an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Counterfeit goods shall be deemed non-conforming, and in addition to any other rights Buyer may have at law or pursuant to an Order, the Agreement or these Terms and Conditions, Seller shall disclose the source of the counterfeit good to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer. Seller shall provide to Buyer, upon Buyer's reasonable request, the identity of its Sub-Tier suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement, the Order and/or these Terms and Conditions.



18. **TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES** Seller shall provide a completed Material Safety Data Sheet for each material which contains hazardous substances and information on product composition and/or safety as required by OSHA 29 CFR 1910.1200, or as applicable, Cal/OSHA General Industrial Safety Order 5194, or any other applicable regulation of any country. No component, equipment, machinery, building maintenance items, or production parts shall be made from or contain asbestos in any of its mineral forms.
19. **FORCE MAJEURE** Seller shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are unforeseeable, unavoidable, outside of its control and without its fault or negligence, including without limitations, acts of God, the public enemy, or the government, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions, strikes or freight embargoes (collectively, an "Excusable Delay"). Seller shall give Buyer, within three (3) days of Seller's learning of such cause, and provide Buyer written notice to the effect that a failure or delay by Seller will occur or has occurred as a result of an Excusable Delay. If a failure or delay in performance is caused by an event affecting any of Seller's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay and the good or service to be provided by such supplier is not obtainable by Seller from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel without liability to Seller its purchase of any Goods affected by Seller's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's customers, Buyer may cancel, without liability, any portion of or the entire Order.
20. **SUBCONTRACTING** Any subcontracting by Seller of all or substantially all of its responsibilities or obligations hereunder, without Buyer's prior written consent, shall be void, invalid and totally ineffective for all purposes. In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Seller shall perform all supply management activities that are necessary for the on-time delivery of Goods conforming to the requirements set forth herein. Seller shall be solely and fully responsible for monitoring said subcontractors under all provisions of the applicable subcontracts, and for ensuring that each of its subcontractors complies with the requirements set forth herein. Seller shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any subcontracting, (ii) Buyer approval of the subcontractors, or (iii) Seller's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.
21. **DUTY TO PROCEED** Seller shall proceed diligently with the performance of this Agreement. Except as expressly authorized in writing by Buyer, no failure of Seller and Buyer to reach any agreement regarding a dispute related to this Agreement shall excuse Seller from proceeding. During the pendency of any dispute, Buyer shall continue to pay in accordance with this Agreement for Seller's performance related to matters not in dispute. Notwithstanding the generality of the foregoing, Buyer shall retain its rights with respect to setoff and withholding.
22. **SURVIVAL** All obligations and duties under any provisions, which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including protection of proprietary information) shall survive the expiration or other.
23. **SERVABILITY** If in any instance any provision of the Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable.
24. **SELLER'S REPRESENTATION AND WARRANTIES** Seller represents and warrants to Buyer that (i) Seller is duly formed, duly organized, validly existing, and in good standing under the laws of the state of its corporate domicile and is authorized to do business in each jurisdiction in which it conducts its business; (ii) its sale of Goods under the Agreement does not violate any existing obligations or contracts of the Seller; (iii) it has the full legal right, power, and authority to enter into and perform the Agreement and that all requisite corporate and other approvals have been obtained; and (iv) there are no pending or threatened actions or proceedings or government investigations against it that may affect its performance of the Agreement.
25. **WAIVER** Buyer's failure to seek a remedy for any breach by Seller or Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege hereunder shall not thereafter be deemed a waiver for any such



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terms, conditions, rights or privileges or any other terms, conditions, or privileges whether of the same or similar type. Acceptance of any Deliverables or payment therefore shall not waive any breach.

26. **STANDARDS OF BUSINESS ETHICS AND CONDUCT** By the acceptance of each Order, Seller represents that it has not participated in any conduct in connection with such Order that violates the Truvian Seller Code of Conduct (available at <http://www.truvianhealth.com/suppliers>). If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this Agreement or any Order hereunder upon written notice to Seller and Buyer shall have no further obligation to Seller.
27. **NOTICES** Notices permitted or required to be given hereunder shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) electronic mail sent to the respective email addresses and to the attention of the representatives of the Parties, or to such other physical or email addresses or representatives as the respective Parties may designate by notice from time to time. Notices so given shall be effective upon receipt by the Party to whom notice is given.