

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** These terms and conditions and the purchase order referencing them (collectively, "purchase order" or "order") are the exclusive agreement between Creare and Seller for the purchase of supplies or services ordered herein, unless superseded in writing by an authorized signatory of Creare. Any of the following shall constitute Seller's unqualified acceptance of this purchase order: (a) acknowledgment of this order; (b) furnishing of any part of the supplies/services under this order; (c) acceptance of any payment for the supplies/services; or (d) commencement of performance under this order. This order expressly limits acceptance to the terms stated herein; additional terms proposed by Seller are rejected unless explicitly agreed to in writing.
2. **PRICE, SPECIFICATIONS, SHIPPING, AND INVOICING:** The prices quoted are for completed work. No extras or changes from Creare's specifications will be allowed except as they may be specifically referred to in this order or as they may be covered by subsequent agreements in writing. All invoices are to be exactly in accordance with this order as to discounts, quantity, price, etc. Creare shall not be liable for any packing, crating, or shipping charges unless this order specifically so provides. Unless Seller and Creare have agreed otherwise, for services Seller performs on articles shipped by Creare, Seller shall make the articles available for return shipment to Creare within 3 days of completing the services. Seller agrees and represents that prices charged for supplies or services provided hereunder are not in excess of those charged other customers of Seller for orders of similar quantities of substantially similar supplies or services on comparable terms.
3. **RISK OF LOSS:** Risk of loss or damage shall remain with Seller until the supplies reach Creare's place of business.
4. **DELAY:** Creare reserves the right to cancel all or any part of this order in case of delay. If shipment is delayed in transit beyond the discount period, Creare does not waive its right to a cash discount.
5. **WARRANTY:** (a) Seller warrants that all supplies and services delivered hereunder shall be free from defects in materials and workmanship and shall be in conformance with the quantity and description set forth herein. Seller further warrants that all supplies and services delivered hereunder shall be of merchantable quality and shall be fit and suitable for the purposes expressed herein. Such warranty shall survive delivery, inspection, acceptance, or payment by Creare. (b) If any supplies or services delivered hereunder do not meet the warranties specified herein, Creare may, at its option, (i) require Seller to correct at no cost to Creare any defective or nonconforming supplies or services by repair or replacement; or (ii) return such defective or nonconforming supplies or services to Seller at Seller's expense and recover from Seller the order price; or (iii) correct the defective or nonconforming supplies or services itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity. All warranties shall run to Creare and its customers.
6. **INSPECTION:** All supplies and services purchased hereunder shall be subject to inspection and testing by Creare. Creare may reject, require replacement or correction, or accept with an adjustment in price any supplies or services which do not conform to the requirements of this order.
7. **CHANGES AND STOP WORK:** (i) Creare may at any time, by a written change order, make changes in any one or more of the following: drawings, designs, specifications, or quantity. (ii) Creare may direct Seller to stop work for a period of up to 120 days, or such longer period as may be mutually agreed. (iii) If any such change or stop work order causes an increase or decrease in the cost of or time required for performance of this order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless received by Creare within (i) thirty (30) days from the date of Seller's receipt of notice of any such change or (ii) in the case of stop work, within 15 days from notice of termination of such stop work order.
8. **TERMINATION:** (a) Creare may terminate this order for convenience or default in whole or in part at any time by written notice to Seller. The rights and obligations of Creare and Seller shall be governed by Federal Acquisition Regulation (FAR) Part 49.5 as in effect on the date of this order. (b) Time is of the essence. Creare may terminate this order for default if Seller: (i) fails to make delivery of the supplies or services within the time specified hereunder; or (ii) fails to replace or correct nonconforming supplies or services in accordance with the Warranty and Inspection clauses hereunder; or (iii) becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors. Creare shall also have such other rights and remedies available at law or in equity upon Seller's default. (c) Seller agrees that upon notice of termination it shall stop all work on the balance of this order; place no further orders hereunder; terminate work under orders outstanding; assign to Creare all of Seller's interests under terminated subcontracts and orders; upon Creare's approval, settle all claims; and transfer title and make delivery to Creare all articles, materials, work in process, tools, dies, jigs, fixtures, or other things held or acquired by Seller under the terminated portion of this order.
9. **ASSIGNMENT AND SUBCONTRACTING:** Seller shall not subcontract any work hereunder or assign this order or any moneys due or to become due hereunder without the prior written consent of Creare. Any assignment or attempted assignment contrary to this provision shall be void as to Creare. In any event, assigned accounts shall be subject to setoff or recoupment of claims of Creare against Seller.
10. **PATENTS; PROPERTY; PROPRIETARY DATA:** Seller will defend, indemnify, and hold harmless Creare and its employees and agents from any and all claims, suits, or other costs and expenses relating to alleged infringement of any patent, trademark, or other similar right, by reason of the purchase, use, or sale of supplies or services purchased hereunder. All drawings, methods, processes, data, material, equipment, parts, or assemblies ("Property") furnished by or paid for by Creare as part of or in connection with this order are the confidential and proprietary Property of Creare and may not be used or disclosed for any purpose except that for which supplied unless written permission is granted by Creare. Such Property shall be held at Seller's risk and kept insured by Seller at Seller's expense. In the event of the loss of such Property, Seller shall provide all information needed for prompt recognition, investigation, disclosure, and reporting of the loss, and shall be liable to reimburse Creare for the loss. All Property shall be returned to Creare upon completion of this order as specified in ¶ 2.
Any information disclosed by Creare to Seller in whatever form, including in writing, orally, or visually shall be considered confidential and proprietary information of Creare whether or not marked as such ("Confidential Information"). Such Confidential Information shall not be disclosed, except to further the purpose of this order or with the prior written authorization of Creare. For the avoidance of doubt, Confidential Information shall be protected as long as the information is such that a reasonable person receiving the information would reasonably expect that Creare would consider the information to be Confidential Information, and thus covered under these terms and conditions.
11. **INDEMNIFICATION AND INSURANCE:** Seller will defend, indemnify, and hold harmless Creare and its employees and agents from and against all liability, demands, claims, losses, costs, damages, and expenses by reason or on account of property damage, death, and personal injury of whatsoever nature arising out of, as a result of, or in connection with the performance of this order which is occasioned by the actions or omissions of Seller or its subcontractors or suppliers of any tier. Seller will maintain and carry liability insurance which includes but is not limited to workmen's compensation, general liability including completed operations, property damage liability, product liability, and contractual liability. Seller will, if requested by Creare, furnish certificates of insurance from its carrier on the foregoing coverages. Should Certified Cost or Pricing Data be required under this purchase order, seller shall indemnify and hold harmless Creare from any amount, loss and expense, including interest assessed by the Government under 10 U.S.C. § 2306a, by which this purchase order is determined by the Government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with such provisions.
12. **SURVIVAL:** The rights of the parties shall survive completion or termination of this purchase order.
13. **WAIVER:** The failure of Creare to enforce at any time any provision of this order or the failure of Creare to require performance by Seller under the provisions hereof shall in no way be construed to be a waiver of such provisions or any other provision hereunder.

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14. COMPLIANCE WITH LAWS: Seller shall comply with all applicable federal, state, and local laws, executive orders, rules and regulations during performance of this order, including but not limited to: all applicable federal acquisition clauses listed in Schedule A below; all applicable U.S. export control laws and regulations; Occupational Safety and Health Act of 1970 as amended; Toxic Substances Control Act as amended; Fair Labor Standards Act of 1938 as amended; Executive Order Nos. 11246, 11375, 12086, 13496, and 13672, as amended and incorporated into 41 C.F.R. Parts 60-1, 60-2, 60-4, 60-20, 60-50, 60-300, and 60-741; Equal Pay Act of 1963 as amended; Age Discrimination in Employment Act as amended; Rehabilitation Act of 1973 as amended; Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a)); Anti-Kickback Act of 1986 as amended; Drug Free Workplace Act of 1997; Affirmative Action for Workers with Disabilities (29 U.S.C. 793; and the Office of Federal Procurement Policy Act, as amended. At the request of Creare, Seller shall furnish any and all certifications of compliance applicable to this order. If Creare is subjected to any liability as the result of Seller's or its lower tier suppliers' failure to comply with any of the aforementioned laws, then Seller agrees to defend, indemnify, and hold harmless Creare and its employees and agents to the full extent of any loss, damage, or expense resulting from any such failure.
15. GOVERNING LAW AND CERTIFICATION: The validity, construction, and interpretation of all documents relating to this sale, and the rights and duties of the parties thereto shall be governed by the laws of the State of New York (U.S.A.), without regard to conflict of law principles. Seller represents and warrants that its relationship with Creare will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret, and proprietary information with any other person, company, or entity.
16. SELLER USE OF PROPERTY AT CREARE: From time to time, Creare may furnish certain property and/or permit Seller to use property at Creare premises to facilitate the work of Seller (hereafter, "Furnished Property"). All Furnished Property is provided "as is", without any express or implied warranty that it is free of defects or fit for a particular purpose, and without any other express or implied warranty of any kind. Seller: (i) assumes all risks associated with use of Furnished Property by its employees or agents and releases and waives all claims and causes of action against Creare of any nature whatsoever arising out of or relating to the Furnished Property; and (ii) shall defend, indemnify, and hold harmless Creare from and against all claims, proceedings, defenses thereof, liabilities, costs, and expenses of any kind and nature, including legal fees, arising from or related to use of Furnished Property by Seller or its employees or agents.

SCHEDULE A: GOVERNMENT CONTRACT CLAUSES

The current versions of the following clauses of the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and National Aeronautics and Space Administration (NASA) FAR supplement, set forth in Title 48 of the Code of Federal Regulations are, to the extent applicable to the order and to Seller, are incorporated by reference with the same force and effect as though fully set forth herein.

In all clauses listed below, unless the context requires otherwise, the term “contractor” means “Seller,” the term “contract” means this “order,” and the terms “Government” and “Contracting Officer” means “Create.”

Clauses that are not applicable by their own terms shall be self-deleting.

A. FAR

52.203-17	Contractor Employee Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (excluding para (b)(2))
52.204-27	Prohibition on a ByteDance Covered Application
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation
52.222-50	Combating Trafficking in Persons
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages under Executive Order 14026
52.222-62	Paid Sick Leave Under Executive Order 13706
52.225-13	Restrictions on Certain Foreign Purchases
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontracts for Commercial Products and Commercial Services
52.245-1	Government Property
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

In addition to the above, for orders in excess of \$10,000:

52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-40	Notification of Employee Rights Under the National Labor Relations Act

In addition to the above, for orders in excess of \$15,000:

52.222-36	Equal Opportunity for Workers with Disabilities
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In addition to the above, for orders \$30,000 and above:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
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In addition to the above, for orders in excess of \$35,000 and that are not commercial off the shelf items:

52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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In addition to the above, for orders \$150,000 and above:

52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports on Veterans

In addition to the above, for orders at or above the simplified acquisition threshold:

52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government.
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.215-2	Audit and Records-Negotiation
52.227-1	Authorization and Consent.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement

B. DFARS

252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.204-7021	Cybersecurity Maturity Model Certification Requirements
252.211-7003	Item Unique Identification and Valuation

252.223-7008 Prohibition of Hexavalent Chromium
252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
252.225-7048 Export Controlled Items
252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (DEVIATION)
252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION)
252.227-7013 Rights in Technical Data—Noncommercial Items
252.227-7015 Technical Data—Commercial Items
252.227-7037 Validation of Restrictive Markings on Technical Data
252.232-7017 Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration
252.244-7000 Subcontracts for Commercial Items
252.246-7003 Notification of Potential Safety Issues
252.247-7023 Transportation of Supplies By Sea

C. NASA

1852.203-71 Requirement to inform employees of whistleblower rights
1852.211-70 Packaging, handling, and transportation
1852.225-70 Export Licenses
1852.225-71 Restriction on Funding Activity with China
1852.228-76 Cross-waiver of liability for international space station activities
1852.228-78 Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station
1852.237-72 Access to Sensitive Information
1852.237-73 Release of Sensitive Information

In addition to the above, for orders \$100,000 and above:

1852.244-70 Geographic participation in the aerospace program