

## TERMS AND CONDITIONS OF PURCHASE – GOODS AND/OR SERVICES

**EFFECTIVE DATE:** August 18, 2025

**ORDER ACCEPTANCE:** All purchase orders for goods or services must be acknowledged in writing within one (1) business day. Commencement of work or shipment constitutes acceptance of the purchase order and these terms. No other terms apply to the goods and services under the purchase order.

**PRICING & PAYMENT:** Prices and payment terms are as set forth in the purchase order and are firm unless otherwise agreed in writing. Standard payment terms: Net sixty (60) days from invoice date or shipment receipt, whichever is later. Invoices must reference the purchase order number and match purchase order line items exactly.

**TARIFFS & SURCHARGES:** Nosco will accept reasonable and properly documented tariffs and surcharges, provided they are clearly itemized on the invoice and supported by appropriate documentation. The Supplier is responsible for accurately matching products to the corresponding purchase order line items. All applicable tariffs and surcharges must be correctly calculated and listed as separate line items on the invoice. The Supplier is solely responsible for verifying tariff classifications and amounts through an authorized agent or qualified expert. Nosco does not provide guidance on tariff matters. Upon request, the Supplier shall provide documentation substantiating tariff classification, product origin, and proof of tariff payment. Any errors or omissions may result in payment delays. If the Supplier receives any tariff refunds related to items purchased by Nosco, the Supplier shall promptly notify Nosco and issue a corresponding refund.

**DELIVERY & SHIPPING:** Supplier is responsible for arranging and covering the costs of freight and insurance for delivery to Nosco's designated facility. Freight charges must be itemized as a separate line on the invoice submitted to Nosco. Timely delivery is critical. Nosco reserves the right to cancel or amend orders if shipments are delayed. The Supplier shall promptly notify Nosco in writing within seventy-two (72) hours of the promised ship date of any actual or anticipated delay, including the cause and estimated duration. All deliveries must include a packing slip, the applicable purchase order number, and appropriate labeling as specified by Nosco. Shipments must be delivered in full, matching the quantities and specifications outlined in the Purchase Order; any overages or shortages must be pre-approved by Nosco. All shipments to Nosco must be made using heat-treated pallets, unless otherwise specified in writing by Nosco.

**DOCUMENTATION:** Supplier must provide Certificates of Analysis/Compliance and material safety data sheets where applicable. Changes to specifications, materials, or manufacturing processes must be pre-approved in writing by Nosco.

**INSPECTION; ACCEPTANCE:** a. Inspection. Upon delivery to a Nosco-designated location, Nosco shall have up to three (3) business days to inspect the goods and/or services for conformance in all material respects to the identified specifications and to notify Supplier of its acceptance or rejection of the goods or services. Should Nosco fail to notify Supplier by the end of the inspection period, the good and/or services shall be deemed accepted.

b. Failure. If Nosco rejects the goods or services, it shall notify Supplier and state the specific deficiencies. Supplier shall have three (3) business days to repair or replace the goods and/or services at Supplier's expense. Nosco will then have three (3) business days to inspect the retested goods and/or services. Should Nosco fail to notify Supplier by the end of the reinspection period, the goods and/or services shall be deemed accepted.

**COMPLIANCE:** Supplier must comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, OSHA, FDA, ISPM-15, and anti-corruption laws.

**CONFIDENTIALITY:** "Confidential Information" includes information relating to the specifications, artwork, processes, techniques, work practices, lists of current and prospective Nosco's, suppliers, vendors, business practices, discoveries, inventions, source code, software product prototypes, price information, strategies, current and future business plans, manufacturing methods, financial information and data, marketing, products, machinery, apparatus, specifications, drawings, sketches, models, samples, tools, technical information, proprietary information or trade secrets; and any information marked "Confidential" and any information which, by its nature, a reasonable person would consider confidential. Confidential Information does not include information that: (1) was publicly available at the time of disclosure; (2) the Receiver lawfully received from a third party that was not prohibited from disclosing such information without restrictions; (3) was independently developed by the Receiver without breach of this Agreement; or (4) the Receiver knew prior to receiving such information from the Discloser.

Supplier shall: (1) not use or disclose to any third party any Nosco Confidential Information; (2) maintain the confidentiality of the Confidential Information using at least the same degree of care it uses to maintain its own confidential information, but in no case less than a commercially reasonable degree of care; and (3) disclose the Discloser's Confidential Information only to Supplier's employees, subcontractors, agents or other third parties who have a need to know such information in order to fulfil their duties to Supplier. Supplier is responsible for any use or disclosure of Discloser's Confidential Information by its Sub-Receivers. Nosco may apply to a court of competent jurisdiction seeking injunctive or other equitable relief for a breach of this section.

**WORK PRODUCT; OWNERSHIP OF WORK PRODUCT:** "Work Product" means intellectual property developed by Supplier exclusively for Nosco pursuant to the terms of this Agreement and does not include pre-existing work. All Work Product is deemed "work-made-for-hire" under U.S. copyright laws (17 U.S.C. §101 et seq.), and all intellectual property rights in such Work Product shall be the sole and exclusive property of Nosco. To the extent that ownership of all such rights to any such Work Product may not, by operation of law, vest in Nosco, or may not be considered a work-made-for-hire, then Supplier hereby irrevocably assigns to Nosco all rights, title and interest in and to the Work Product, including but not limited to all copyrights, patent rights, trade secrets and trademarks. Supplier waives any moral rights in the Work Product. To the extent any pre-existing work is embedded or incorporated in any Work Product, Supplier hereby grants to Nosco a worldwide, irrevocable, perpetual, fully-paid up, transferable, sublicensable, non-exclusive license to

modify, copy, use, distribute, and make derivative works of such pre-existing work, any derivative works thereof, and any and all intellectual property therein, solely in connection with the Work Product.

**NOSCO DATA; OWNERSHIP OF DATA:** “Nosco Data” means any content, materials, personal data, or other information of Nosco or its Affiliates or their respective vendors, Nosco’s, or other business associates that is provided to or obtained by Supplier pursuant to this Agreement. Nosco owns and will retain all right, title, and interest in and to all Nosco Data. Nosco hereby grants to Supplier during the Term of this Agreement a limited, non-exclusive, non-transferable, royalty-free right to access, process, store, transmit, and otherwise use Nosco Data, subject to the confidentiality obligations herein, as necessary to provide the Services and otherwise fulfill Service Provider’s obligations under these terms and conditions.

**PERSONNEL:** a. Qualifications. All personnel hired or retained by Supplier including subcontractors (“Supplier Personnel”) shall be fully educated, skilled, trained and qualified for the Services they perform. Nosco reserves the right to require Supplier to remove any Supplier Personnel from its premises or as a provider of any Services rendered hereunder at any time for any reason. Supplier shall replace any such removed Supplier Personnel within two (2) business days or such other time as agreed between the Parties.

b. Background Checks. Supplier shall perform background checks and drug testing on all Supplier Personnel who Supplier proposes will provide the Services before such personnel begin work on each engagement if such Supplier Personnel will be working on Nosco’s premises. Nosco reserves the right to reject Service Provider’s personnel at any time for any reason and to request that Supplier replace such personnel within a reasonable period of time.

c. Subcontractors. With Nosco’s prior written consent, Supplier may engage subcontractors or vendors to perform part of the work identified on the purchase order. Supplier shall ensure that any subcontractors or vendors are bound by confidentiality obligations at least as stringent as those in these terms prior to performing any work. Supplier remains responsible for (1) all its obligations with respect to the Services regardless of whether it has retained subcontractors to perform any work and (2) the acts and omissions of its subcontractors.

d. Safety. While on Nosco’s premises, all Supplier Personnel are required to comply with Nosco’s policies and procedures regarding safety, security, and access.

#### **REPRESENTATIONS AND WARRANTIES:**

Supplier represents and warrants that:

- i. It will perform the Services in a good and workmanlike manner consistent with applicable industry standards. As Nosco’s sole and exclusive remedy and Service Provider’s entire liability for breach of the foregoing Services warranty, Supplier will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to Nosco the Fees paid for the non-conforming Services;
- ii. It is and will be in compliance with all applicable laws, regulations and rules during the Term of the Agreement;
- iii. It has the full authority to enter into and perform its obligations under this Agreement; and,
- iv. It has sufficient technical and human resources to perform all of its obligations under this Agreement;

**INDEMNIFICATION:** Supplier will indemnify, hold harmless, and defend Nosco and its officers, directors, employees, agents, successors and assigns with respect to any third-party suit, claim, or proceeding (“Claim”) to the extent arising out of, related to, or resulting from: (1) Supplier’s breach of this Agreement, including its representations, warranties, and obligations; (2) any actual or alleged personal or bodily injury (including, without limitation, death) or damage to tangible property caused by the acts or omissions of Supplier or any of its Affiliates, employees, consultants, subcontractors, and other persons performing any Services on its behalf; or (3) alleged infringement of any intellectual property by any Work Product or Supplier’s performance of the Services, and to pay litigation costs, reasonable attorneys’ fees and damages that are finally awarded by a court of competent jurisdiction in respect of such Claim. Supplier shall select legal counsel to defend such Claim at its sole expense. Nosco shall have the right to approve such counsel, but shall not unreasonably withhold or delay its approval.

**INSURANCE:** Supplier must maintain adequate insurance coverage, including:

- General Liability: \$1,000,000
- Product Liability: \$2,000,000
- Workers’ Compensation: Statutory
- Cyber Liability (if applicable): \$1,000,000

Supplier may meet the insurance requirements by using a combination of Primary Insurance and excess/umbrella Insurance. If this is the case, excess/umbrella Insurance should be evidenced on Service Provider’s certificate of insurance. Nosco must be named as an “additional insured” under this coverage. Supplier shall provide evidence of such insurance immediately upon Nosco’s request. Supplier shall obtain the prior written consent of Nosco before implementing any material change or cancellation of the insurance coverage agreed upon herein. Supplier shall not make any changes to coverage thresholds that bring Service Provider’s required coverage below the minimum requirements stated in this agreement. Unapproved reductions in any coverage threshold may result in termination of this agreement, in Nosco sole discretion.

**TERM, TERMINATION, EFFECT OF TERMINATION:** Unless terminated earlier in accordance with this section, the term of this agreement shall begin on the date specified in the purchase order, and end when the work under the purchase order is completed. Either Party may terminate this agreement: (i) for the other Party’s breach, by providing notice, with a five (5) day cure period; (ii) immediately, without a cure period, for: (a) a material, incurable breach; (b) if the other Party becomes insolvent; or (c) if without a successor, the other Party dissolves, liquidates or ceases to conduct its business operations in the ordinary course. If this agreement terminates:

- i. Supplier shall immediately cease providing the good or services to Nosco;
- ii. Supplier shall return to or destroy all copies of Confidential Information received; and,
- iii. Nosco shall immediately pay invoices for Services provided up to the effective date of termination.

**ALTERNATIVE DISPUTE RESOLUTION:** In the event of a dispute between the Parties in relation to this agreement, a Party may send a notice to the other to start the process of internal dispute resolution involving senior management of each Party. If they are unable to resolve the dispute within thirty (30) days, then either Party may pursue non-binding mediation by sending the other Party a notice to start the process of non-binding mediation using a mediator equally acceptable to both Parties in a mutually convenient location. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. If at any point the mediator or one or both Parties determines the dispute cannot be resolved by mediation, then either Party may seek court intervention.

**FORCE MAJEURE:** Neither Party shall be in breach of this agreement for failure to perform its obligations during the pendency of a Force Majeure event, to the extent such event adversely affects its performance. Such Party shall immediately inform the other Party and use its reasonable commercial efforts to overcome such event and mitigate its negative effect. If a Force Majeure event continues to exist for more than five (5) consecutive days, Nosco may terminate this agreement by providing written notice to Service Provider.

**RECALLS:** With respect to implementing any recall in respect of goods produced by Supplier under this agreement, unless otherwise agreed, Supplier shall make all contacts with appropriate regulatory authorities and shall be responsible for coordinating all of the necessary activities in connection with any such recall. Nosco or its Supplier shall review and investigate with Supplier the relevant facts underlying any problems that may result in a recall prior to implementing any recall of any product. Supplier shall bear the costs and expenses of all recalls of product determined to have been necessitated by acts or omissions of Service Provider. Supplier shall promptly reimburse Nosco for any and all costs reasonably incurred by Nosco with respect to recalls of product, including associated retrieval of product, returns of product, destruction of product, replacement of product and fees and penalties owed to third parties. Nosco shall have the right to offset any such costs against any payments owed by Nosco to Supplier under this agreement.

**GENERAL:** a. Choice of Law; Venue. This agreement shall be governed by the laws of the state of Wisconsin, without regard to its conflict of laws rules. The Parties shall bring any suits arising under this agreement solely in the federal courts of Wisconsin. The Parties expressly waive all rights to object to the jurisdiction and venue in Wisconsin.

b. Independent Contractor. Supplier is an independent contractor responsible for supervising Supplier Personnel it assigns to perform the Services. Supplier shall be solely liable to pay compensation to Supplier Personnel as well as all applicable federal, state, and local income and employment tax withholding and reporting for all Supplier Personnel. Nosco shall not be an employer of Supplier or any Supplier Personnel. Neither Supplier nor any Supplier Personnel is an agent of or has any authority to represent Nosco. Supplier is responsible for and shall indemnify Nosco for Claims by a governmental entity for withholding, reporting, or payment of taxes in respect of Supplier Personnel.

**ENTIRE AGREEMENT:** This agreement, together with its Appendices, one or more SOWs, and any Change Orders related thereto, constitutes the entire agreement between the Parties with respect to its subject matter, replacing all prior written or oral negotiations or agreements. In case of a conflict between the terms of the agreement and any Appendices, Statements of Work, or Change Orders, this agreement shall control to the extent of the inconsistency.

**AMENDMENT:** This agreement may be amended only if set forth in writing and signed by each Party.

**ASSIGNMENT:** All terms and provisions of this agreement will be binding upon and inure to the benefit of the Parties hereto and their respective permitted transferees, successors, and assigns. Any attempt to assign this agreement or any of its provisions otherwise shall be null and void.

**NOTICES:** All notices shall be in writing and effective: (i) immediately, if delivered by hand; (ii) after five (5) days, if sent via prepaid, first class certified, or registered mail, return receipt requested; (iii) upon written confirmation of receipt issued by the recipient to the sender, if sent via email; or (iii) the next business day, if sent via commercial overnight courier service, to the address below, or such other address as a Party provides to the other:

To Service Provider:

*To be provided in the applicable Statement of Work or Agreement*

With a Copy to:

*To be provided in the applicable Statement of Work or Agreement*

To Nosco:

Nosco, Inc.

11200 88th Avenue

Pleasant Prairie, WI 53158-2306

With a Copy to:

*To be provided in the applicable Statement of Work or Agreement*

**WAIVER:** The waiver by any Party of a breach of any provision of this agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this agreement.

**SEVERABILITY:** If any provision of this agreement shall be declared invalid or unenforceable, the remainder of this agreement will continue in full force and effect so far as the intent of the Parties can be carried out.

**SURVIVAL:** The following sections shall survive termination or expiration of this agreement: Confidential Information; Indemnification; Representations and Warranties; Effect of Termination; Alternative Dispute Resolution; and General.

**HEADINGS:** The headings of the sections of this agreement are not intended to have any substantive significance when interpreting this agreement.

**COUNTERPARTS:** This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one original. Digital signatures shall be acceptable.