Plum Laboratories, Inc.
Terms and Conditions of Sale to End-User Customer;
Limited Warranty

The purchase of Plum Laboratories, Inc. ("**Plum**") products (the "**Products**") by an end-user customer of Plum Laboratories, Inc. ("**Buyer**") shall be exclusively governed by and subject to the following terms and conditions of sale:

1. Applicability of Terms and Conditions. These Terms and Conditions (the "**Terms and Conditions**") shall be applicable to and made part of any and all purchase orders, invoices, or other written instruments between Plum and Buyer (collectively the "**Agreement**"). To the extent anything contained in this Agreement conflicts with the terms and conditions requested by Buyer and accepted in writing by Plum, Buyer agrees that the Terms and Conditions of this Agreement shall control and supersede any other terms or conditions.

2. Resales. Buyer agrees not to resell the Products.

3. Cancellation. Purchase orders accepted by Plum are not subject to cancellation, except as hereinafter provided.

4. Shipment and Delivery. Plum shall deliver the Products in the quantities and on the date(s) specified in the relevant purchase order. **In the event that Plum fails to deliver the Products in a timely manner due to the fault of Plum, which fault is not otherwise excused or permitted under these Terms and Conditions, Buyer's sole remedy is to cancel the order prior to shipment by providing written notice of cancellation to Plum. The aforementioned remedy shall be Buyer's sole and exclusive remedy, and Plum shall have no further liability to Buyer or otherwise.**

5. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods specified under the purchase order to the Buyer's location. Buyer bears all risk of loss or damage to the Goods upon this delivery.

6. All Sales Final; Acceptance of Products. Except as set forth herein, all sales to Buyer are final. Buyer shall have the right to inspect the Products for up to ten (10) days following delivery. However, if the Products do not conform to the make-model number listed in the applicable purchase order or the replacement of such make-model; are damaged upon receipt or are determined to be defective during the ten (10) day inspection period; or were delivered to Buyer as a result of Plum's error, Buyer shall notify Plum in writing within ten (10) days of Buyer's receipt and inspection of the Products. Such written notice shall include a detailed description of the alleged deficiency. Buyer may elect to (i) reject such Products and contact Plum to schedule shipping back to Plum at Plum's cost of shipment; (ii) request correction or replacement of such Products; or (iii) request to receive a refund from Plum for such Products, provided that Buyer (a) returns the Products to Plum within ten (10) days of Plum's receipt of written notice of the alleged Product deficiency; and (b) the return is made at Buyer's own risk and expense. **The aforementioned remedies shall be Buyer's sole and exclusive remedy related to cancellation and Plum shall have no further liability to Buyer or otherwise.** The Products shall be deemed accepted if no such written notice is received by Plum within seven days of the conclusion of the 10-day inspection period.

7. Payment Terms. Plum shall issue an invoice via email to Buyer for all Products ordered, with an invoice date of the date that such Products are shipped. Buyer shall pay all invoiced amounts due to Plum in accordance with the terms stated on the invoices, which are **net thirty (30) days**. Notwithstanding anything herein to the contrary, Buyer shall be solely responsible for all transportation and shipping costs outside of the CONUS for the initial delivery of the Products; customs; duties; and related costs, fees, and expenses.

8. Sales Tax. Buyer shall pay all federal, state, and local sales, use, property, excise, or other taxes or government fees imposed on or with respect to the Products, except taxes levied on Plum's net income.

9. Plum's Limited Warranty; Limitations of Liability.

a. Limited Warranty. Plum warrants to Buyer that for a period of one (1) year from the date of delivery of the Goods to the Buyer's location (the "Warranty Period"), all Goods delivered on that date and properly use and maintained will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by Buyer; (c) be free and clear of all liens, security interests, or other encumbrances; and (d) not infringe or misappropriate any third party's patent or other intellectual property rights (collectively the "Limited Warranty"). This Limited Warranty survives any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. Buyer shall provide Plum with written notice of any assertion that any Good fails to meet the requirements of this Section 9.a within the Limited Warranty Period. If it is determined by Plum that such Goods satisfy a Limited Warranty claim pursuant to this Section 9.a, Plum shall at its option either repair the non-conforming Goods and/or deliver to Buyer a replacement Good of the same or similar model. **This Section 9.a and the remedy provided herein shall be Buyer's sole and exclusive remedy for any violation by Plum of this Limited Warranty. Plum shall have no other liability, and Buyer shall have no other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or personal property, labor, or consequential losses or damages. The Limited Warranty does not extend to damage caused by misuse, abuse, accident, or neglect. Normal wear and tear and losses or damage occurring after shipment are not covered under the Limited Warranty. The Limited Warranty is voided and of no force or effect if the Goods have been modified in any way or if the damage is the result of misuse, abuse, accident or neglect by Buyer or while in possession of the Buyer.**

b. **Disclaimer. The Limited Warranty set forth in Section 9.a, whichever is applicable, is in lieu of and Buyer hereby waives any and all other warranties, express or implied, by statute, usage, custom of the trade or otherwise, including without limitation warranties as to merchantability or as to fitness of the Goods for any particular use or purpose.**

c. Limitation of Liability. Under no circumstances shall Plum be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to the Goods or this Agreement, whether or not the possibility of such damages has been disclosed in advanced by Plum or Buyer or was foreseeable, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

d. Limitation of Damages. To the maximum extent permitted by applicable law, the maximum aggregate liability available to Buyer and any respective directors, officers, employees, contractors, or agents thereof, for any and all damages arising from or relating to the Goods or this Agreement shall be limited to the total amount paid by Buyer to Plum for the Goods under this Agreement.

e. No Damages for Data Breach. In no event shall Plum be liable whatsoever for any claim arising out of or relating to a data breach, cyber-attack, or any release or exposure of any of Buyer's Confidential Information (as defined in Section 15), personally identifiable information, or data.

f. Warranties. Oher than the Limited Warranty in Section 9.a, Plum extends no warranty to Buyer or to any other person or entity concerning the Goods.

10. Plum Care Offerings. In addition to the Limited Warranty provided herein, Plum also offers to Buyers and/or end-user customers Plum Shell Care and Plum Care offerings which are separate from the Limited Warranty herein. Plum currently offers Plum Shell Care and Plum Care

offerings free of charge for the first year coextensive with the limited warranty period. However, Plum reserves the right in its sole discretion to change or discontinue this free of charge offering in the future. These offerings can be purchased for an additional fee for future years.

11. Buyer's and Plum's Compliance with Laws. Buyer and Plum shall comply with all applicable Federal, State and local laws, rules, and regulations. Buyer and Plum have and shall maintain in effect all of the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

12. Indemnification. Plum and Buyer shall each hold harmless, defend, and indemnify the other (including their respective parents, subsidiaries, affiliates, officers, directors, employees, agents and other representatives, successors, and assigns) and hold it harmless for, from, and against all demands, liabilities, damages, expenses, and other losses incurred in connection with any third party claim that results or arises from an act or omission by the indemnifying party in connection with this Agreement, except to the extent that the third party claim results or arises from an act or omission by the party to be indemnified and not including any claims of infringement, theft of trade secrets, or other cause of action brought by a third party accusing any method of manufacture, manufacturing technique, knowledge, know-how, trade secret, manufacturing equipment or other instrumentality controlled solely by the party to be indemnified. The indemnifying party must be given prompt written notice of any such losses by the indemnified party. At the indemnifying party's request, the indemnified party shall reasonably cooperate in connection with the defense thereof. No indemnifying party shall settle any suit, claim, or other loss in a way that causes an indemnified party to admit any wrongdoing or incur any liability unless that indemnified party has expressly consented to the settlement in writing. Without limiting the foregoing, and without limiting the indemnifying party's rights, the indemnified party, at its own expense, may choose its own counsel to defend itself against such claims in addition to cooperating, at the indemnifying party's request, in connection with the defense of such claims. If the indemnifying party does not assume control over the defense of a claim as required by this Section 11, the indemnified party may defend the claim at the indemnifying party's expense.

13. Intellectual Property Rights. While it is not expected that Buyer shall develop any intellectual property related to the Goods, Buyer hereby acknowledges and agrees that Plum is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to any intellectual property related to the Goods provided by Plum pursuant to this Agreement, as well as any and all results, proceeds, work product, improvements, developments, inventions, deliverables, marketing materials, supporting documentation, and other materials created by Plum and/or the Buyer, whether alone or in conjunction with others, in connection with this Agreement or the Goods, and any and all goods, products, work product, developments, inventions, improvements, marketing materials, supporting documentation or other materials created by Plum or for Plum, whether prior to or after the Effective Date of this Agreement (collectively, the "Works"), including all patents, copyrights, trademarks, trade secrets and other related proprietary rights (collectively "Intellectual Property Rights") therein. Buyer hereby agrees that any of the Works created by the Buyer, including all original works of authorship contained or embodied therein, shall be considered the same as a "work made for hire" as defined by the U.S. Copyright Act, 17 U.S.C. § 101. In the event that it should be determined that any of the Works created by the Buyer do not qualify as a "work made for hire," Buyer hereby assigns to Plum, in each case for no additional consideration, all right, title and interest throughout the world that the Buyer may possess in and to such Works including, but not limited to, all Intellectual Property Rights therein. Buyer agrees to execute an

assignment to Plum or its nominee of Buyer's right, title, and interest in and to such Works, and to execute any other instruments or documents that may be requested by Plum for the purpose of protecting Plum's ownership interest therein and for the purpose of applying for and obtaining patents with respect thereto.

14. Additional Intellectual Property Restrictions. Buyer may not, directly or indirectly, (i) reverse engineer or otherwise attempt to discover the underlying ideas or algorithms or make-up or formulae of the Goods or any of its underlying intellectual property; or (ii) modify, translate, or create derivative works based on the Goods or any of their underlying intellectual property, in each case without the prior written consent of Plum**.**

15. Export Control. Plum does not engage in the exporting of its products and services. Buyer agrees to comply with all applicable export control laws and regulations.

16. Confidential Information. Plum may disclose or make available to Buyer information about Plum's business affairs, products, designs, inventions, developments, methods, systems, software, hardware, intellectual property, trade secrets, third-party confidential information, or other sensitive, proprietary, and confidential information (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure is: (a) generally available to the public other than as a result of a breach of this Agreement or another nondisclosure obligation; (b) known to the Buyer prior to the time of disclosure by Plum; or (c) rightfully obtained by Buyer a non-confidential basis from a third party. Buyer shall not disclose, disseminate, or release to any third party or use or otherwise exploit for its own benefit or the benefit of any other person any such Confidential Information. Upon Plum's request, Buyer shall promptly return to Plum all originals of, extracts from, and copies of all papers, data, files, or other documents, whether in written, electronic, or other form or media, containing Plum's Confidential Information. Alternatively, with the prior written consent of Plum, Buyer may securely destroy such Confidential Information and certify in writing to Plum that such Confidential Information has been destroyed.

17. Force Majeure. Any delay or failure of Plum to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused by an event beyond Plum's reasonable control (which events may include natural disasters, accidents, labor disputes, acts of God, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Plum shall use reasonable efforts to resume full performance under this Agreement as soon as such event or circumstance causing such Force Majeure Event has ended.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

19. Choice of Law; Waiver of Jury Trial. This Agreement and all related documents including all orders attached hereto, are governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Buyer and Plum agree that the state or federal courts sitting in Buncombe County, North Carolina, shall have the sole and exclusive jurisdiction over any disputes arising out of this Agreement. Buyer and Plum acknowledge and agree that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms and Conditions or the transactions contemplated hereby.

20. Miscellaneous. Each provision of these Terms and Conditions is intended to be severable. If any provision or any part of any provision shall for any reason be held invalid, unenforceable, or contrary to public policy or any law, the remainder of these Terms and Conditions shall not be affected thereby. These terms and conditions of sale may be modified only be a written instrument signed by the parties. The failure of Buyer or Plum to enforce its rights under this Agreement at any time for any time period shall not be construed as a waiver of such rights. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced. Headings herein are for the convenience of the reader only and shall in no way affect the interpretation of the Agreement.