

Purchase Order Terms and Conditions

(Products/Goods Only—Not for Services)

Each Purchase Order placed by KNPC Holdco, LLC d/b/a Second Nature Brands (“SNB”) for goods is subject to these standard purchase terms and the terms of the applicable Purchase Order and is conditional upon Supplier’s agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order and delivering the goods. “SNB” shall refer to its subsidiary and affiliate company if identified on the applicable Purchase Order as “purchaser,” “buyer,” or some other similar designation.

1. **Definitions.** The following definitions apply to these Purchase Order Terms and Conditions (“Terms”):
 - a. “Agreement” means the agreement between Supplier and SNB for the purchase and sale of Goods, including the Terms which are incorporated by reference.
 - b. “Deliverable” means any product that is referred to in a Purchase Order, and any related materials, data, or documentation.
 - c. “Delivery Date” means the date of delivery for Goods as specified in a Purchase Order.
 - d. “Delivery Point” means the location identified by SNB in the Purchase Order to which the Supplier is to deliver Goods, or such other delivery area or point which is specified in writing by SNB.
 - e. “Goods” means the product/goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
 - f. “Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
 - g. “Purchase Order” means the purchase order between SNB and Supplier for the purchase and sale of Goods, to which these Terms are attached or are incorporated by reference.
 - h. “SNB” means KNPC Holdco, LLC d/b/a Second Nature Brands and its affiliates.
 - i. “Specifications” means the requirements, attributes and specifications for the Goods that are set out in the following order of priority, unless otherwise expressly stated in the applicable Purchase Order: (i) prior written agreement setting forth the specifications for the goods ordered; (ii) custom specifications agreed to and confirmed in email communications; (iii) applicable Purchase Order; (iv) documentation published by Supplier relating to the Goods; (v) operational and technical features and functionality of the Goods; and (vi) other negotiated terms

agreed to by the parties based upon course of dealings or writings that are confirmed in writing by SNB.

- j. “Supplier” means the party indicated on the face page of the Purchase Order that is contracting with SNB for the purchase and sale of Goods.
 - k. “Supplier Proposal” means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods to SNB, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by SNB.
 - l. “Warranty Period” means in respect of any Goods, the longer of: (i) the express written warranty period provided by Supplier for the Goods; and (ii) the period commencing on the date of Acceptance of such Goods and ending on the date that is one (1) year from that date.
2. **Agreement.** The Agreement consists only of: (a) these Terms; (b) the applicable Purchase Order; (c) any Specifications; and (d) other SNB-issued documents related to the Goods specified in the Purchase Order. Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. SNB’s acceptance of, or payment for, Goods will not constitute SNB’s acceptance of any additional or different terms in any Supplier Proposal, unless otherwise accepted in writing by SNB. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed as follows: (v) prior written agreement setting forth the specifications for the goods ordered; (w) custom specifications agreed to and confirmed in email communications; (x) applicable Purchase Order; (y) these Terms; and (z) other contractual arrangements agreed to by the parties based upon course of dealings
3. **Delivery of Goods and Services.**
- a. Supplier agrees to supply and deliver the Goods to SNB and to perform the Services, as applicable, on the terms set out in this Agreement.
 - b. Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by SNB in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by SNB.
 - c. Time is of the essence with respect to delivery of the Goods. Goods shall be delivered by the applicable Delivery Date. Supplier must immediately notify SNB if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, SNB may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the

convenience of SNB or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

- d. Title and risk of loss or damage shall pass to SNB upon receipt of Goods at the Delivery Point, unless otherwise agreed to by SNB in writing. SNB has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.
- e. Supplier shall follow all instructions of SNB and, if applicable, cooperate with SNB's customs broker as directed by SNB (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside the United States. Supplier shall comply with all the requirements of the U.S. Customs and Border Protection agency (or any successor organization) with respect to the importation of Goods from outside the United States.

4. **Inspection; Acceptance and Rejection.**

- a. All shipments of Goods shall be subject to SNB's right of inspection. SNB shall have **sixty (60) days** for Goods (the "**Inspection Period**") following the delivery of the Goods at the Delivery Point to undertake such inspection, and upon such inspection SNB shall either accept the Goods ("**Acceptance**") or reject them. SNB shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, SNB shall have the right to reject any Goods that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to SNB of Goods shall not constitute SNB's Acceptance of those Goods. SNB shall provide Supplier within the Inspection Period notice of any Goods that are rejected, together with the reasons for such rejection. If SNB does not provide Supplier with any notice of rejection within the Inspection Period, then SNB will be deemed to have provided Acceptance of such Goods. SNB's inspection, testing, or Acceptance or use of the Goods hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods, and such warranties shall survive inspection, test, Acceptance and use of the Goods.
- b. SNB shall be entitled to return rejected Goods at Supplier's expense and risk of loss for, at SNB's option, either: (i) full credit or refund of all amounts paid by SNB to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by SNB. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from SNB. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by SNB and is accompanied by a written disclosure of SNB's prior rejection(s).

- 5. **Price/Payment Terms.** Prices for the Goods will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by SNB. At no time during the term of any Agreement will Supplier sell Goods to SNB at a price which, on average, exceed the price charged to any

other customer of Supplier for the same or similar Goods within the same month. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet SNB's requirements, and at a minimum shall reference the applicable Purchase Order. Unless a different time period for payment is agreed, SNB will pay the undisputed portion of properly rendered invoices forty-five (45) days from the invoice date. SNB shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, SNB agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein. No fees or interest will be charged by Supplier to SNB and Supplier will not exercise any of its rights for nonpayment of disputed amounts if applicable fees or charges are under good-faith dispute. SNB shall have the right to offset any amounts owed by Supplier to SNB, whether as a credit, refund, reimbursement, or any other obligation, against its obligation to pay Supplier. SNB will provide a minimum of five (5) day's notice to Supplier prior to any debit against an invoice of Supplier.

6. **Taxes.** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). SNB will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Agreement, SNB may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
7. **Legal Compliance; Workplace Safety.** In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable all federal, state, and municipal laws, regulations, standards, and codes. Supplier shall at all times comply with SNB's Supplier Code of Conduct, which is incorporated herein by reference, and maintain required workers' compensation insurance. SNB's Supplier Code of Conduct may be periodically updated in order to comply with applicable law or demands by its customers. Updates to SNB's Supplier Code of Conduct will be binding on Supplier. Supplier will provide SNB, upon request, proof of it maintaining workers' compensation insurance. Supplier shall obtain all applicable permits, licenses, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services. The Supplier shall ensure all persons for whom it is responsible shall comply with these Terms.
 - a. **Product Warranties.** Supplier warrants to SNB that during the Warranty Period for Goods that all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by SNB, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to SNB; and (viii)

compliant with all applicable federal, state, and municipal laws, regulations, standards, and codes.

- b. **Intellectual Property Warranty.** Supplier further warrants to SNB that at all times all Goods (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person or entity.
- c. **Manufacturer Warranties.** Supplier shall assign to SNB all manufacturer's warranties for Goods not manufactured by or for Supplier and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to SNB.

8. **Warranty Remedies.**

- a. In the event of breach of any of the warranties in this Section 8(a) or 8(b), and without prejudice to any other right or remedy available to SNB (including SNB's indemnification rights hereunder), Supplier will, at SNB's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, within 10 day(s) after notice by SNB to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods, transport the Goods from SNB to Supplier, and return shipment to SNB, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced, the warranties in Section 8(a) will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by SNB. If Supplier fails to repair or replace the Product within the time periods required above, SNB may repair or replace the Goods at Supplier's expense.
 - b. In the event that any Goods provided by Supplier to SNB are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of SNB (including SNB's indemnification rights hereunder), promptly provide SNB with a commercially reasonable alternative, including the procurement for SNB of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to SNB, or the modification of such Goods (without affecting functionality) to render them non-infringing.
9. **Intellectual Property Rights.** All Intellectual Property Rights in and to each Deliverable shall vest in SNB free and clear of all liens and encumbrances on receipt of payment by Supplier for each Deliverable. To the extent that any Deliverables contain any intellectual property of Supplier, Supplier hereby grants to SNB a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Supplier agrees to provide to SNB all assistance reasonably requested by SNB to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in SNB and its successors and assigns.
10. **Confidentiality.** Supplier shall safeguard and keep confidential any and all information relating to SNB obtained by it or provided to it by SNB in connection with this Agreement,

Supplier shall provide SNB with certificates of insurance at least ten (10) days prior to providing any Goods to SNB.

In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by SNB from time to time. Supplier will promptly deliver to SNB, as and when requested, written proof of such insurance. Such insurance will provide that it cannot be cancelled, or materially changed, without the insurer providing at least 60 days prior written notice to SNB.

12. **Indemnities.** Supplier shall indemnify, defend and hold harmless SNB, its affiliates, and their respective officers, directors, employees, consultants, and agents (the “**SNB Indemnified Parties**”) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the SNB Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods, or from the failure of the Goods to comply with the warranties hereunder; (b) any claim that the Goods infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier’s breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods.
13. **Limitation of Liability.** EXCEPT FOR SUPPLIER’S OBLIGATIONS UNDER THIS SECTIONS 10 AND 12, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS AGREEMENT.
14. **Independent Contractors.** Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of SNB. Supplier and its employees will have no authority to represent SNB or its affiliates or bind SNB or its affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for SNB or its affiliates.
15. **Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
16. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability

shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

17. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
18. **Assignment.** Supplier may not assign or subcontract this Agreement, in whole or in part, without SNB's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. SNB may assign this Agreement, in whole or in part, to any Affiliate of SNB, without the consent of Supplier. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
19. **Cumulative Remedies.** The rights and remedies of the SNB in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.
20. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiration or completion of this Agreement.
21. **Interpretation.** The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
22. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, excluding that body of law related to choice of laws. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute arising hereunder shall be brought exclusively in the appropriate state courts sitting in Oakland County, Michigan or federal courts sitting in Wayne County, Michigan. Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action.
23. **Notice.** Any notice required or permitted to be given by either party under these Terms shall be in writing and shall be delivered or sent by pre-paid post sent first class addressed to the party to be served at the address of that party as indicated on the Purchase Order, or such other address as may be notified by that party, pursuant to these Terms, for this purpose. Any notice which is delivered shall be deemed to be served when handed to the

addressee and any notice sent by pre-paid post first class shall be deemed to be served two business days after posting.

24. **Termination.** SNB may terminate any Agreement, with or without cause, in whole or in part, at any time by giving sixty (60) days' written notice to Supplier of such termination, and specifying the effective date thereof.
25. **Certification and Licenses.** Supplier will maintain all certifications and licenses required by law or the manufacturer for or related to the sale of the Deliverables. Supplier will provide documentation of compliance prior to payment for and delivery of the Deliverables to SNB.