

TERMS AND CONDITIONS

1. **Parties.** Whenever “Sharp” is used in these Terms and Conditions, it refers to Sharp Packaging Services, LLC, and whenever “Manufacturer” is used in these Terms and Conditions, it refers to the other contracting party to the Quote, whether the Quote be for the purchase of goods, performance of services, or both (collectively, the Quote and these Terms and Conditions, the “Agreement”).
2. **Acceptance; Entire Agreement.** These Terms and Conditions are for the purchase and sale of goods and services described in the Quote and constitute the sole terms and conditions of any Quote between the parties. Acceptance of these Terms and Conditions will be limited to the terms and conditions contained herein and incorporated by reference. These Terms and Conditions shall be deemed accepted upon either: (i) acceptance of this Quote, (ii) payment of any part of the services, or (iii) after 10 days’ receipt of the Quote, without objection. Further, Manufacturer’s agreement to any Quote is expressly made conditional upon Manufacturer’s agreement to these Terms and Conditions and Manufacturer agrees that these are the only Terms and Conditions that the parties shall be bound. Sharp rejects any additional or inconsistent terms and conditions offered by Manufacturer at any time, whether or not such terms or conditions materially alter the Terms and Conditions and irrespective of Sharp’s acceptance of or payment for goods or services. Sharp hereby notifies Manufacturer that these Terms and Conditions are the only terms and conditions that Sharp agrees to be bound.
3. **Provision of Goods and Services.** Sharp shall provide the goods and services set forth in the applicable Quote or other written agreement in accordance with the specifications and with these Terms and Conditions. Sharp’s liability for failure to comply with the Agreement, and Manufacturer’s sole remedy, shall be, at Sharp’s discretion, to replace or repair the goods and services not in conformity with the Agreement, in which case any non-conforming goods shall be returned to Sharp’s facilities for the purpose of replacement or repair. Manufacturer shall give Sharp written notice of rejection of goods or services that fail to meet the specifications, or breaches Sharp’s warranties, covenants, and obligations under this Agreement, within 30 days of delivery. Sharp, at its sole cost and expense, shall provide Manufacturer with any missing quantities and replace as soon as commercially reasonable packaging for any non-conforming packaged products and Manufacturer, at its sole cost and expense, shall replace applicable products and components for such non-conforming packaged products. Any claim of non-conforming goods or services must be made in writing to Sharp within the 30 day period set forth above or it shall be deemed to have been waived by Manufacturer. The obligation of Sharp set forth above to repair or replace non-conforming goods or services shall be Manufacturer’s sole and exclusive remedy for non-conforming goods or services
4. **Changes.** These Terms and Conditions may not be modified or cancelled without the written consent of Sharp, and these Terms and Conditions may not be modified or cancelled with respect to any portion of the Quote already in process, except upon terms satisfactory to Sharp, in its sole discretion. Despite the foregoing, Sharp may revise the price of the goods and services: (i) if Manufacturer’s requirements or any Manufacturer-provided information is inaccurate or incomplete; (ii) if Manufacturer and Sharp agree in writing to any changes in Sharp’s responsibilities or the project specifications, instructions, procedures, assumptions, processes, test protocols, test methods, or analytical requirements; or (iii) for such other reasons set forth in this Terms and Conditions or any agreement between Sharp and Manufacturer.
5. **Manufacturer Obligations.** Unless otherwise agreed to by the parties in writing, it is solely Manufacturer’s responsibility to: (i) provide complete and accurate scientific data and specifications for the goods and services; (ii) if applicable, review and approve all in-process and finished product test results to ensure conformity of such results with the product specifications, regardless of which party is responsible for finished product release; (iii) prepare all submissions to regulatory authorities; and (iv) perform such other obligations of Manufacturer set forth in the Agreement. Manufacturer agrees that all orders from Manufacturer to label and package Manufacturer’s products and supply Manufacturer with the packaged products are placed under this Agreement. Sharp has not solicited nor received approval from the Food and Drug Administration (“FDA”) to package the products. Manufacturer shall secure proper FDA approvals to use Sharp as its packager.
6. **Warranties.** Sharp will provide goods and perform services in accordance with the written specifications and instructions expressly set forth or referenced in the Quote and in accordance with United States current Good Manufacturing Practices. Sharp warrants that: (a) Manufacturer’s products shall be stored, processed, packaged, and labelled in accordance with the written specifications agreed to by the parties; (b) the packaged products furnished by Sharp to Manufacturer under this Agreement (i) shall be of the quality specified in, and shall conform with, the specifications for packaging, (ii) shall be stored and supplied in conformity with the specifications, and (iii) shall not contain any material which has not been used or stored in accordance with the specifications; (c) it will not introduce any materials not provided for in the specifications that would cause the packaged products to be adulterated within the meaning of Section 501 of the Federal Food, Drug, and Cosmetic Act (“FDCA”); and (d) the packaged products shall not be misbranded within the meaning of the FDCA, except with respect to any misbranding resulting from the specifications, for which Manufacturer shall bear responsibility. Except as otherwise provided in this Agreement, any claim for breach of warranty that is not brought within one year from the date of delivery of the packaged products to Manufacturer’s carrier shall be deemed to have been waived by Manufacturer. The warranties set forth in this section are the sole and exclusive warranties made by Sharp to Manufacturer, and Sharp makes no other representations, warranties, or guarantees of any kind whatsoever, including implied warranties of merchantability, non-infringement, or fitness for a particular purpose.
7. **Indemnification.** Manufacturer shall indemnify Sharp from and against any and all liability that may be incurred by Sharp arising out of or on account of: (i) the possession, sale, use or consumption of the products, or any other product of Manufacturer; (ii) Manufacturer’s supply of the products to Sharp under this Agreement; (iii) any breach by Manufacturer of any of its covenants, agreements, representations and warranties set forth herein; (iv) any negligent or reckless act or omission to act on the part of Manufacturer in connection with its performance pursuant to this Agreement; and (v) for all patent, trademark, or copyright infringement allegations or claims in any way arising out of the product, the packaging material or the preparation or manufacture of any packaging material in accordance with Manufacturer’s specifications. These indemnification obligations shall survive the termination of this Agreement.
8. **Confidentiality.** Sharp and Manufacturer shall not disclose any and all trade secrets, confidential or proprietary business information and any other confidential or proprietary information disclosed by a party (the “Discloser”) to the other party (the “Recipient”) or developed and/or discovered by either party as a result of the performance of services or using confidential or proprietary information of the other party (collectively, “Confidential Information”) to any person or entity, except: (i) to affiliates that are made aware of the confidential nature of the Confidential Information and agree to comply with the terms of this Agreement; (ii) to employees and authorized representatives of each party having a need to know the information in Terms and Conditions to fulfill such party’s obligations hereunder; or (iii) as required by applicable law. The parties shall use the Confidential Information solely for the purpose of carrying out the obligations contained in the Agreement. The obligations of Recipient specified above shall not apply to any Confidential Information to the extent that such Confidential Information: (a) is in the public domain at the time of disclosure or becomes part of the public domain after disclosure other than by breach of this Agreement; (b) was in the Recipient’s possession at the time of disclosure as established by reasonable proof; (c) is received by Recipient from a third party which had, to the knowledge of the Recipient, the right to disclose the information; (d) is subsequently and independently developed by Recipient without reference to or reliance upon the Discloser’s Proprietary Information; or (e) is required to be disclosed by Recipient to comply with applicable law, regulation, or legal process.
9. **Recalls.** Sharp shall have no liability for any recall or withdrawal actions except to the extent such recall or withdrawal is due to Sharp’s gross negligence or wilful misconduct, in which case Sharp’s liability shall not exceed \$1,000,000.
10. **Risk of Loss.** Title to all products, packaged products, all work in process to produce packaged products, and any other property of Manufacturer (“Manufacturer’s Property”) shall remain with Manufacturer at all times. Sharp shall not be liable for risk of loss to any of the foregoing or any other property of Manufacturer, except in the case of Sharp’s gross negligence or wilful misconduct, in which case Sharp’s aggregate liability under this Section as it relates to Manufacturer’s Property shall not exceed \$250,000.
11. **Adverse Reaction.** Sharp does not maintain facilities for the assay of Manufacturer’s products; it is Manufacturer’s responsibility to ascertain that

no reaction will take place between the product and the packaging materials. Sharp shall have no responsibility or liability for an adverse reaction of any nature.

12. **Payments.** Sharp shall invoice Manufacturer as set forth in the Quote or a subsequent written agreement by the parties. Manufacturer shall pay each invoice within 30 days of the date of such invoice. Sharp will be entitled to charge a late payment fee of 1½% of all unpaid amounts per month. Failure to bill for interest due shall not constitute a waiver of Sharp's right to charge interest. Sharp shall have, and Manufacturer hereby grants to Sharp, a security interest in all of Manufacturer's products, the packaged products, and in any proceeds thereof, to secure payment of the purchase price for the packaged products, and Sharp shall have all of the rights and remedies of a secured party under the Uniform Commercial Code ("UCC"). If requested by Sharp, Manufacturer shall sign and deliver to Sharp such documents, in a form acceptable to Sharp, as Sharp may require in order to confirm or perfect its security interest in the products, packaged products, and proceeds thereof.
 13. **Taxes.** Manufacturer shall be responsible for all sales, use, gross receipts, compensating, value-added, or other taxes, duties, licenses, or fees, excluding Sharp's net income and franchise taxes, assessed by any tax jurisdiction arising from the sale of goods and services, whether paid by Sharp or Manufacturer.
 14. **Hazardous Materials.** Manufacturer warrants to Sharp that no specific safe handling instructions are applicable to any Manufacturer-supplied materials, except as disclosed to Sharp in writing by Manufacturer in sufficient time for review and training by Sharp prior to delivery. Manufacturer will provide a Material Safety Data Sheet for all Manufacturer-supplied materials and finished product.
 15. **Shipments.** All products and other materials shipped by Sharp will be made Ex-Works, Sharp's loading docks at its facilities (Incoterms 2020). Customer shall arrange the shipment of any Customer supplied product and components to Sharp and such shipments will be made Delivered Duty Paid (Incoterms 2020).
 16. **Force Majeure.** Sharp shall not be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control, including without limitation, acts of God, fires, floods or weather, strikes or lockouts, factory shutdowns, embargoes, wars, riots, or shortages in transportation (each, a "Force Majeure"). If the Force Majeure continues unabated for more than 30 days, then the parties will discuss and negotiate in good faith what modifications to this Agreement should result from such Force Majeure.
 17. **Use and Disposal.** Manufacturer represents and warrants to Sharp that Manufacturer will hold, use, and dispose of products and other materials provided by Sharp in accordance with all applicable laws, rules, and regulations. Manufacturer grants Sharp full authority to use any Manufacturer-supplied materials for purposes of this Agreement. Manufacturer acknowledges that Sharp's agreement to store packaging materials, product, and packaged products is not intended to provide Manufacturer with indefinite storage. Accordingly, Manufacturer agrees to arrange for the shipment or destruction of all packaging materials, product, and packaged products that are not scheduled to be used for the packaging services if stored in Sharp's facility for more than 180 days after the earlier of: Sharp's receipt of such packaging materials, product, or packaged products or the completion of the packaging services that the packaging materials or products were intended to be used for, or packaged products that have not yet shipped after Sharp completes the packaging services (the "Leftover Materials"). Upon Sharp's request, Manufacturer shall provide Sharp approval to ship all quantities of Leftover Materials to Manufacturer or Manufacturer's designee, or Manufacturer shall permit Sharp to destroy the Leftover Materials at Manufacturer's sole cost and expense, without liability to Sharp.
- Manufacturer further agrees that if Sharp does not submit a timely request for Manufacturer to permit Sharp to ship or destroy the applicable Leftover Materials, Sharp may submit a request to ship or destroy the Leftover Materials at any time without modifying the terms of this section. Additionally, if Manufacturer does not respond to Sharp's request as described in this Section, then Sharp will provide written notice and, if Manufacturer does not respond to Sharp within 10 business days' after receipt of such notice, Manufacturer's failure to respond to Sharp shall constitute Manufacturer's agreement for Sharp to destroy the Leftover Materials at Manufacturer's sole cost and expense
18. **Record Retention; Regulatory Inspection.** Unless the parties otherwise agree in writing, Sharp will retain batch, laboratory, and other technical records as required by applicable law. Sharp will promptly notify Manufacturer of any regulatory inspections directly relating to this Agreement. Manufacturer shall pay reasonable and documented costs charged by a regulatory authority for such inspections.
 19. **Limitation of Liability.** Sharp shall have no liability for any exemplary, punitive, incidental, indirect, special, or consequential damages, whether based on contract, tort, strict liability, or any other theory in connection with these Terms and Conditions. In addition, despite anything to the contrary in these Terms and Conditions, in no event shall Sharp's liability exceed the fees paid to Sharp by Manufacturer for such services as described in this Agreement, excluding pass through costs, during the 12 month period immediately preceding the event giving rise to the claim.
 20. **Independent Contractor.** Sharp is an independent contractor in the performance of this Agreement and nothing herein may be construed to create a joint venture, co-partners, employer and employee, agent, or any other relationship.
 21. **Publicity.** Neither party may make any press release or other public disclosure regarding this Agreement or the contemplated transactions without the other party's express prior written consent, except as required by applicable law, any governmental agency, or the rules of any stock exchange on which the shares of the other party are listed, in which case the party required to make the press release or public disclosure shall redact commercially sensitive information and use commercially reasonable efforts to obtain the approval of the other party as to the form, nature, and extent of the press release or public disclosure prior to issuing the press release or public disclosure.
 22. **Precedence.** These Terms and Conditions supersede any conflicting terms and conditions set forth in the Quote. This Agreement constitutes the entire understanding between the parties and supersedes any contracts, agreements, purchase orders, or other understandings by the parties, with respect to the goods and services, but does not supersede a confidentiality agreement or a master services agreement between the parties, which agreements shall take precedence over any conflicting terms and conditions set forth in this Agreement. The parties agree this Agreement may only be amended in a signed written amendment.
 23. **Governing Law.** This Agreement shall be construed and enforced in accordance with laws of the Commonwealth of Pennsylvania, without reference to principles of conflicts of laws. Each party agrees that suit may be instituted at any federal court in the Eastern District of Pennsylvania or in state court in the Commonwealth of Pennsylvania and each waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court. The United National Convention on the International Sale of Goods shall not apply to this Agreement. This Agreement is a joint product of both parties and shall not be construed for or against either party based on the principles of *contra proferentem* or any other presumption as to inequality of bargaining power.