Maiden's Well Terms and Conditions of Sale

These "Terms and Conditions of Sale" apply to an agreement executed by Customer and Maiden's Well which incorporates these Terms and Conditions of Sale by reference and to all other Customer purchases of Products made pursuant to a purchase order or on the Maiden's Well website or other ordering platform.

1. Definitions

a) "Applicable Law" means all applicable domestic and international laws, regulations, government orders, court rulings, rules and industry standards.

b) "Confidential Information" means any information that Maiden's Well or its representatives discloses to Customer or its representatives, whether furnished in writing, orally, or by means of inspection. Confidential information shall include, but shall not be limited to, product specifications, drawings or prototypes; technical drawings and schematics; operating procedures and policies; cost and pricing information; manufacturers, vendors, and sources of supply; process, ideas, and inventions (whether patentable or not); chemical synthesis routes; organizational or personnel information. Any information which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed, or provided under circumstances reasonably indicating it is confidential or proprietary, shall be considered Confidential Information regardless of whether Maiden's Well has marked the Confidential Information as such.

c) "Customer" means any person or entity purchasing Products from Maiden's Well, either directly or indirectly, including through electronic purchases or through its representatives.

d) "Including" means "including but not limited to".

e) "Products" means the goods that Maiden's Well provides to Customer.

f) "Representatives" in relation to Maiden's Well means its officers, directors, employees, contractors, and agents. As used herein, "Representative" in relation to Customer means the subsidiaries, parents, affiliates and divisions, and its or their respective offices, directors, shareholders, employees, permitted assigns, permitted representatives, permitted contractors, and permitted agents.

g) "Taxes" means any and all applicable taxes, duties, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof, however designated or levied, on sales of Products or Services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any Customer payment made to Maiden's Well for Maiden's Well's provision of Products and/or Services to Customer under or pursuant to these Terms and Conditions; exclusive, however, of any taxes imposed upon the net income or capital of Maiden's Well, any taxes in lieu of such net income taxes, and any taxes that are to be borne by Maiden's Well under applicable law.

h) Maiden's Well is Newman Eventus LLC doing business as Maiden's Well.

2. Acceptance

Maiden's Well reserves the right to accept or reject any order at its sole discretion. Quotations and estimates are valid for the period specified therein and may be withdrawn or modified prior to acceptance, provided that no binding contract has been formed. Upon Maiden's Well's receipt of a Customer purchase order accepting a valid quotation or estimate without modification, a binding contract shall be formed, subject to these Terms and Conditions. Thereafter, neither party may cancel or modify the order except as permitted by these Terms and Conditions or by mutual written agreement. Maiden's Well may revise these Terms and Conditions from time to time. Any revisions shall apply only to orders placed after the effective date of the revised Terms and Conditions and shall not modify any contract already formed, unless mutually agreed in writing. All sales by Maiden's Well are subject to these Terms and Conditions, and expressly conditioned upon customer's assent thereto. Customer will be deemed to have accepted these Terms and Conditions by issuing a Purchase Order or by any other statement (including via email), course of conduct, dealing or performance constituting acceptance under applicable law, including failure to object in writing to these Terms and Conditions within a reasonable time or by acceptance of and/or payment for the Products or Services. Any additional and/or inconsistent terms and conditions set forth in any acknowledgement, purchase order, acceptance documents, or similar order instruments provided by Customer are expressly rejected. Neither Maiden's Well's delivery of the Products nor provision of the Services nor any other action, conduct, or performance shall constitute acceptance of terms or conditions different from these Terms and Conditions. In the event Customer submits a purchase order containing additional or conflicting terms and conditions, such terms and conditions shall not apply unless expressly accepted in writing by an authorized representative of Maiden's Well. Maiden's Well's acknowledgement, fulfillment or acceptance of payment for any such purchase order shall not constitute acceptance of Customer's terms and conditions.

3. Delivery and Shipping

Delivery and shipping terms for each Product shall be those in effect at the time of shipment.

a) Delivery Dates. Maiden's Well shall use commercially reasonable efforts to ship the Products in accordance with the shipping and/or delivery dates, and Customer will provide Maiden's Well with a minimum of forty-eight (48) hours' notice from the time an order is placed until the planned pick-up time. The foregoing will not constitute a guaranty of compliance with the quoted shipping and/or delivery dates, and Maiden's Well will not be liable for any direct or indirect costs or damages incurred by Customer or any third party, including incidental or consequential damages, resulting from late deliveries. Shipping and/or delivery dates set forth in a Maiden's Well quotation or order acknowledgement are based on estimates at the time of the quotation or order acknowledgement.

b) Shipping Fees. To the extent permitted by Applicable Law, shipping and handling fees, demurrage, special packaging materials, carrier surcharges (including fuel surcharges), shipping palettes, environment-controlled shipping, and/or hazardous material fees imposed by government regulation or other fees will be added separately to the invoice. Maiden's Well may refer to shipping and other fees on Maiden's Well's invoices as "freight," "handling fees," "expense recovery," or similar terms. The shipping and other fees that Maiden's Well charges may not be limited to Maiden's Well's actual transportation costs and may include other shipping and handling costs.

c) Domestic Shipping and Delivery. Unless otherwise agreed in writing, Maiden's Well shall arrange delivery of the Products to the delivery address specified in the accepted order. Risk of loss of or

damage to the Products shall remain with Maiden's Well until delivery to that address, at which point risk shall pass to Customer. Delivery may be made by a third-party carrier or directly by Maiden's Well. Confirmation of delivery by the carrier, including electronic tracking records or photographic evidence, shall constitute prima facie evidence of delivery, whether or not the shipment is signed for. Customer shall be responsible for loss of or damage to the Products occurring after delivery, except to the extent covered by the limited Product warranty. Where Customer has expressly arranged transportation using its own carrier, risk of loss or damage shall instead pass to Customer upon delivery of the Products to that carrier, unless otherwise agreed in writing.

d) Export Shipping. Unless otherwise agreed to by Maiden’s Well in writing, delivery of orders by Maiden’s Well exports will be EXW Origin Dock (Incoterms 2020), and title and risk of loss in all Products will transfer to Customer when Maiden’s Well makes the Products available to Customer. Customer shall not use Maiden’s Well's Employer Identification Number ("EIN") as the importer of record without Maiden’s Well's prior written authorization. Maiden's Well shall have no obligation to accept or fulfill any order for export, and any such order shall be subject to Maiden's Well's prior written approval, including confirmation of applicable regulatory, certification and export compliance requirements.

4. Inspection; Damaged Shipments; Defects or Shortages

a) Shipping Damage. Customer shall inspect Products promptly following delivery and notify Maiden's Well of any apparent or concealed shipping damage within five (5) business days of delivery, providing photographs of the damage and packaging where reasonably practicable. Customer shall retain damaged Products and original packaging for inspection if requested by Maiden's Well. Where Maiden's Well has arranged transportation, Maiden's Well shall be responsible for loss of or damage to Products occurring before delivery in accordance with Section 3(c), and shall arrange repair, replacement or other appropriate remedy at no additional cost to Customer. Customer shall reasonably cooperate with Maiden's Well in investigating shipping damage and pursuing any claim against the carrier. Where Customer has expressly arranged transportation using its own carrier, risk of loss or damage shall pass to Customer upon delivery of the Products to that carrier, unless otherwise agreed in writing.

b) Defects or Shortages. Customer shall promptly inspect all shipments for defects and/or shortages not addressed in Section 4(a) above. Customer's failure to notify Maiden's Well within thirty (30) days of delivery of any shortage, incorrect Product or other discrepancy reasonably discoverable upon inspection shall constitute acceptance of the shipment in respect of that discrepancy, except as otherwise required by applicable law. This inspection requirement shall not limit Customer's rights under the limited Product warranty in Section 8.

5. Prices

a) Products. Prices and Product specifications stated in a quotation or estimate shall remain valid for the period specified therein. Upon acceptance of a Customer purchase order in accordance with Section 2, the agreed prices shall be fixed and shall not be subject to change except by mutual written agreement or as otherwise expressly provided in these Terms and Conditions. Maiden's Well reserves the right to change prices and Product specifications for future quotations and orders without prior notice.

b) Sales Tax. Taxes, where applicable, will be added as a separate line item to the invoice price. Customer shall pay to Maiden's Well the amount of any Taxes. If any claim is made against Maiden's Well for any such Taxes, then Maiden's Well shall promptly notify Customer of the amount of such Taxes and Customer shall promptly pay such amount to Maiden's Well or its designated payee. If Customer possesses or otherwise enjoys tax-exempt status, then Customer shall provide a duly authorized certificate of tax exemption to Maiden's Well prior to or at the time of order placement or as otherwise requested by Maiden's Well from time to time, and shall notify Maiden's Well upon change in Customer's tax-exempt status.

6. Payment Terms

Customer shall pay individual invoices Net thirty (30) days from date of invoice, unless other credit terms are agreed to in writing by Maiden's Well. Payments are to be made in the currency invoiced by Maiden's Well. Customer shall provide Maiden's Well, concurrent with each payment, with remittance information in sufficient detail to the invoice level or line level, as applicable, (including Customer name, invoice number, amount paid, and, if applicable, the reason for any remittance amount if less than the full amount) to allow Maiden's Well to properly apply payments or credit memos to outstanding receivable(s) on Maiden's Well's accounts receivable sub-ledger for Customer. Failure to supply Maiden's Well with such remittance detail may result in additional processing delays and may affect the credit status of pending or future Customer purchase orders.

Payment is considered late when it is received by Maiden's Well after the due date. Payment in the form of a check will be credited once the deposit appears in Maiden's Well's bank account; no post-dated checks will be accepted. When Customer wishes to apply one or more credit memos towards a payment amount owed Maiden's Well, Customer agrees to provide Maiden's Well, on a timely basis, the specific credit memo number(s) and amount(s) to be applied, in addition to the remittance information requirements above. If Customer does not provide such information on a timely basis, Maiden's Well shall apply any such credit memos to outstanding invoices, beginning with the most-aged invoice. Unauthorized payment deductions are not allowed for any reason and may interrupt goods delivery. If (a) Customer does not pay on time; (b) Maiden's Well, in its sole discretion, has commercially reasonable grounds to doubt Customer's financial responsibility; or (c) Customer is otherwise in breach of this Agreement, then Maiden's Well may: (i) modify the payment terms (including payment in advance) specified above for outstanding and future purchases; (ii) defer shipments, in whole or in part; (iii) cancel any previously accepted purchase orders; (iv) require cash payments (subject to a handling fee) or other security for payment prior to delivery until such time as all overdue amounts are paid or the requested security is provided by Customer; (v) stop delivery of Products in transit in the possession of a common carrier or bailee and cause Products in transit to be returned to Maiden's Well; (vi) declare immediately due and payable all amounts owing by Customer to Maiden's Well; (vii) impose a service charge on past due amounts between one and one-half percent (1.5%) and three percent (3%) per month, not to exceed the maximum amount permitted by law; (viii) if Customer does not pay all overdue amounts to Maiden's Well within thirty (30) business days of receipt of Maiden's Well's written request therefor, then Maiden's Well may reject any request for indemnification and/or terminate the applicable Contract or purchase governed by these Terms and Conditions without liability and without waiving any other remedies Maiden's Well may have against Customer; (ix) impose more stringent payment requirements (including payment in advance) on Customer if Customer's account is overdue or if Customer has an unsatisfactory credit or payment record, as determined by Maiden's Well in its sole discretion, and refuse to sell to Customer or otherwise perform hereunder until all overdue amounts are paid in full; (x) charge a convenience fee on any post-sale credit card payments by Customer; (xi)

charge a fee for any checks rejected due to insufficient funds; (xii) charge a service fee for any re-invoicing requested by Customer; and/or (xiii) furnish payment history data and related information to third party companies for fraud protection and credit risk reduction. Customer agrees to pay all Taxes, reasonable legal fees, and other collections costs, if any, incurred by Maiden's Well. Maiden's Well recommends payments be made by wire transfer or ACH method to ensure timely receipt by Maiden's Well.

7. Cancellation and Product Return Policy

Except for Products that do not meet the limited Product warranty set forth herein, Customer may only cancel or return Products in accordance with the following:

a) Cancellation. Customer may not cancel or modify an order without the prior written consent of Maiden's Well, which may be withheld for any reason or no reason at all, and any changes may be subject to price adjustment and/or cancellation fees.

b) Product Return Policy. All sales are final, except as otherwise expressly provided under the limited Product warranty or required by applicable law. Customer shall have no right to return Products for convenience, including where Customer has ordered an incorrect Product or no longer requires the Product. Maiden's Well may, at its sole discretion, authorize a return in writing. Any such authorization may be subject to conditions specified by Maiden's Well, including the condition of the Product, return shipping costs and any applicable restocking charge. Authorization of a return in one instance shall not create any obligation to authorize returns in the future. This provision does not limit Customer's rights or remedies in respect of Products that are defective, incorrectly supplied or otherwise fail to conform to the accepted order.

8. Product Warranties; Limitation of Warranty

a) Limited Product Warranty for Products. Maiden's Well warrants to the original Customer only that Products will materially conform to Maiden's Well's standard specifications in effect on the date of shipment for one hundred and eighty (180) days from the date of delivery. The limited Product warranty covers defects in materials and workmanship arising under normal use and operating conditions, provided that the Product has been installed, operated and maintained in accordance with Maiden's Well's published specifications and instructions.

b) Exclusions. The liability of Maiden's Well under the limited Product warranty set forth herein will not extend to any Products that are abused, altered, improperly stored, or misused by Customer or any other persons or entities or that become defective or non-conforming through the actions or inaction of Customer or any other persons or entities, including through the combination with other chemicals or products. Maiden's Well will accept no responsibility if any part has been improperly operated or maintained, or if Customer has permitted any unauthorized or third-party modifications, adjustments, and/or repairs to the Product. All formulae, drawings, illustrations, descriptive matter, and particulars contained in Maiden's Well's catalogs, website, and marketing materials, and any technical advice or other statements given by Maiden's Well or its Representatives with respect to the use of the Products or any results that may be obtained therefrom, are indicative only and do not form a part of these Terms and Conditions and are not representations and warranties of any kind. The limited Product warranty excludes normal wear and deterioration of consumable components, including peristaltic pump tubing. Such

components are not warranted against wear, deterioration or failure during use. The warranty also excludes defects or failures caused by chemical incompatibility, operation outside published specifications, improper electrical connections, inadequate maintenance or unauthorized modifications.

c) Disclaimer. To the extent allowed by applicable law, Maiden's Well hereby disclaims all other warranties, conditions, or guarantees with respect to the subject matter of these Terms and Conditions, whether arising by law, custom, statutory, written, oral, express, or implied, including (i) warranty of merchantability, non-infringement, suitability, sustainability, or fitness for a particular purpose; (ii) warranty arising from course of dealing, course of performance, or usage of trade; and (iii) any implied or express warranty of conformity to models or samples of materials. Without limiting the generality of the foregoing, nothing contained herein shall be construed as a warranty with respect to the results obtained or obtainable from the use of any goods supplied by Maiden's Well hereunder.

d) Product Remedy. Customer must notify Maiden's Well of defective or non-conforming Products within the warranty periods specified in the limited Product warranty set forth herein, and Customer's failure to give notice of any claim within the applicable time period shall be deemed an absolute and unconditional waiver of such claim. Customer will have the obligation of substantiating the chain of custody of the Products following delivery of the Products to Customer. At Maiden's Well's request, Customer shall promptly forward to Maiden's Well any allegedly defective or non-conforming Product or a representative sample thereof, as specified by Maiden's Well. Customer shall be responsible for the cost of returning any Product submitted for warranty inspection. Where a warranty claim is accepted, Maiden's Well shall bear the cost of standard return shipping of the repaired or replacement Product to Customer. Any expedited shipping requested by Customer shall be at Customer's expense. If any Product warranted hereunder proves defective or non-conforming, as determined by Maiden's Well in its sole reasonable discretion, Maiden's Well's sole and exclusive obligation and Customer's sole and exclusive remedy hereunder will be for Maiden's Well, at Maiden's Well's option, to: (i) replace at no cost to Customer, any such defective or non-conforming Product with a non-defective or conforming Product; (ii) in the event a return is authorized, credit Customer's account for all amounts paid with respect to the defective or non-conforming Product upon Maiden's Well's receipt of, and opportunity to evaluate, the defective or non-conforming Product; or (iii) repair or have repaired (including, through re-working or re-processing, as applicable) a defective or non-conforming Product. In the event of replacement, the replacement Product will be warranted for the remainder of the original warranty period. For purposes of these Terms and Conditions, a defective or non-conforming Product is defined only as a Product that does not meet the limited product warranty set forth herein, and excludes Products that fail to meet any fitness of use by Customer or any unique Customer operating conditions or applications.

e) Waiver. Customer hereby waives any and all actions, claims, suits, and demands of any type whatsoever (including claims based on strict liability, products liability, tort, or contract) against Maiden's Well, its contractors, or its agents, or any of its or their respective employees, for personal injury, wrongful death, or property damage arising out of or in any way connected with Customer's receipt, handling, storage, possession, transportation, disposal, purchase, resale, or use of the Products (whether used singly or in combination with other products), except to the extent caused by the gross negligence of Maiden's Well, its contractors, or its agents, or any of its or their respective employees. Notwithstanding any other provision of these Terms and Conditions, Maiden's Well disclaims, and Customer releases Maiden's Well from, any and all

liability for claims based upon the death or bodily injury to any person or for the loss of, damage to, or destruction of any property so long as Maiden's Well, its contractors, or its agents were acting in compliance with Customer policies, procedures, and specifications of which Maiden's Well had been given notice.

f) Limitation of Liability. In no event will Maiden's Well have any obligation or liability for an exemplary, punitive, incidental, indirect, special, multiple, or consequential damages (including laboratory shutdown or loss of use; cleanup, decontamination, remediation or disposal costs; loss of experimental materials, samples, research or test results; or interruption of laboratory operations, loss of profits, opportunities, revenue, business, use, data, productivity, business interruption, plant shutdown or goodwill; cost of capital, recall, cover, advertising, promotion, sales, warehousing, transportation or administration; or liabilities relating to the termination of employees or agents), whether based on contract (including warranty), tort (including negligence), strict liability, breach of statutory duty or any other theory or form of action, and regardless of whether Maiden's Well has been advised of the possibility therefor and whether or not such damages are reasonably foreseeable. The total liability of Maiden's Well (including its contractors and agents), if any, for any damages relating to these Terms and Conditions, any cancellation, modification or rejection of any order, or any product or service will be an amount equal to no more than the price or fees paid for the particular product(s). However, these provisions do not limit Maiden's Well's liability that cannot be limited by law.

9. Indemnity

Customer shall indemnify, defend, and hold harmless each of Maiden's Well and its Representatives (each, a "Customer-Indemnified Party") from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, settlement payments, fines, penalties, costs, and expenses (including legal fees) of every kind whatsoever (collectively, "Damages") arising out of, from, or in connection with any: (a) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of any Product or any specifications, data or content furnished by Customer; (b) breach by Customer of any provision of these Terms and Conditions; (c) Customer's receipt, handling, storage, possession, transportation, disposal, purchase, resale, incorporation into another product or any use of any Product (whether used singly or in combination with other products); (d) act or omission, negligence, recklessness or willful misconduct by Customer or any of its Representatives; and (e) failure by Customer or its Representatives to comply with Applicable Law; provided, that this Section will not obligate Customer to indemnify any Customer-Indemnified Party to the extent such Damages are directly attributable to, and directly caused by, the negligence of a Customer-Indemnified Party. Customer may not settle any such claim against a Customer-Indemnified Party without the prior written consent of such Customer-Indemnified Party. If Customer elects not to assume such defense, the Customer-Indemnified Party may elect to do so and Customer shall pay all costs and expenses of counsel selected by such Customer-Indemnified Party in connection with such defense. Any legal counsel appointed by Customer to defend such a claim must be experienced in the type of litigation involved and must be reasonably satisfactory to the Customer-Indemnified Party. Customer and each Customer-Indemnified Party shall cooperate fully in connection with all matters related to the defense of any such claim.

10. Customer's Obligations

a) Product Use and Customer Responsibilities. Customer represents and warrants that it is familiar with the characteristics, qualities and uses of the Products that it is purchasing from Maiden's

Well and acknowledges that there may be hazards associated with the possession and use of the Products. Customer is responsible for instructing and warning its employees and all other persons who may come into contact with the Products regarding such hazards. Unless otherwise expressly stated in the Product documentation, Products are intended primarily for laboratory, research and pilot-scale applications, but may also be used in industrial processes where their published operating specifications and limitations are appropriate. Customer is solely responsible for determining the suitability of the Products for the intended application. Products are not intended for medical, diagnostic, therapeutic, life-support or other applications where failure could directly endanger human life or health, unless expressly authorized in writing by Maiden's Well. Customer may not use a Product in a Class 3 medical device and the Products are not intended, designed, manufactured, packaged or labeled for use as components in Customer products having intravenous, enteral feeding, implant or life support applications or other applications where the Customer's product, if it malfunctions, could compromise or endanger the health, safety or life of a patient and Customer agrees not to use Maiden's Well Products for such applications. Customer is solely responsible for conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of Product(s) purchased from Maiden's Well.

b) Chemical Compatibility and Safe Operation. Customer is solely responsible for determining and verifying the suitability and chemical compatibility of the Products, including all wetted components, tubing and accessories, with the fluids and operating conditions for which they are intended. Any information, recommendations or advice provided by Maiden's Well concerning chemical compatibility or suitability for a particular application is provided for guidance only, based on information reasonably available to Maiden's Well, and does not constitute a warranty or guarantee of compatibility or performance. Customer shall independently verify suitability before use. Customer is responsible for implementing appropriate safeguards, containment, protective equipment and operating procedures to manage foreseeable equipment failures, including leakage, tubing rupture and the release of hazardous substances. To the extent permitted by applicable law, Maiden's Well shall not be liable for losses arising from chemical incompatibility, inadequate containment or failure to implement appropriate safeguards, except to the extent such liability cannot lawfully be excluded.

11. Export Controls

Maiden's Well and Customer shall comply with all applicable export control laws and regulations, and with all other laws applicable to the sale and purchase and use, as appropriate, of the Products. Customer shall be responsible for obtaining any licenses, permits or authorizations required for its importation, exportation, re-exportation or use of the Products, except to the extent such obligations are expressly assumed by Maiden's Well in writing. Customer shall not export, re-export or transfer the Products in violation of applicable laws or regulations.

12. Intellectual Property Rights

Customer acknowledges that Maiden's Well and/or licensors or suppliers, as applicable, are and shall remain the sole and exclusive owners or licensees, as applicable, and shall have on a worldwide basis all right, title or interest in or to: (a) Maiden's Well's and/or licensors' or suppliers' intellectual property, including trade names, marks, taglines, images, domain names, meta-tags and internet site URL names (the "Proprietary Marks") and all goodwill relating thereto; (b) all marketing and other materials bearing any of the Proprietary Marks; (c) any idea, design, concept, technique, invention, discovery, or

improvement, regardless of patentability, including all patents, patent applications, mask works, trade secrets, trade dress, service mark rights, know-how, improvements and innovations and other intellectual property relating to the Products; (d) any work of authorship, regardless of copyrightability, including copyrights and any moral rights recognized by law; and (e) any other similar rights (collectively, "Intellectual Property"). For the avoidance of doubt, no right, title or interest is granted by Maiden's Well and/or licensors or suppliers to Customer whether by implication, estoppel, or otherwise, and the sale of Products to Customer hereunder shall have no effect on Maiden's Well's and/or licensors' or suppliers' Proprietary Marks and/or Intellectual Property with respect to the Products. Without limiting the foregoing, Maiden's Well and/or licensors or suppliers are and will remain the sole and exclusive owners or licensees of all right, title and interest in and to its standard operating procedures, specifications, drawings, and designs, and, if applicable, its proprietary software licensed to Customer hereunder, including any improvements or other inventions relating thereto. Customer agrees to respect all such rights, and ensure that no actions are taken by Customer or their Representatives which would infringe upon such rights. Customer shall not derive or attempt to derive by reverse engineering, disassembling, or otherwise any portion of the Product for duplication or replication of the Product. As between Customer and Maiden's Well and/or licensors or suppliers, all Proprietary Marks and Intellectual Property rights in and to the Products or any materials, processes, ideas, concepts, techniques, inventions, discoveries, or improvements produced or provided by Maiden's Well and/or licensors or suppliers under these Terms and Conditions will be the property of Maiden's Well and/or licensors or suppliers.

13. Miscellaneous

a) Force Majeure. Maiden's Well will not be liable in the event it is prevented, interrupted or delayed in whole or in material part from performing its obligations under these Terms and Conditions by circumstances beyond its reasonable control (including any war (declared or undeclared), acts of war, invasions, sabotage, riot, insurrection, terrorist act, civil commotion, labor strike, lockout, work stoppages, slowdown, plant closure, labor disputes, or other civil disorder; fire, flood, storms or unusually severe weather, earthquake or volcanic activity, natural disaster, explosions or accidents, droughts, tsunamis, hurricanes, tornadoes, or other act of God; epidemics, pandemics, famines, public health warnings or alerts; disruption of markets; shortages or inability to obtain necessary shipping space, transportation, labor, power, fuel, energy, raw materials, packaging, supplies, equipment, machinery, or manufacturing facilities at reasonable prices from regular sources; equipment failure or machinery breakage; utility disruption; cybersecurity or ransomware hacks or attacks; failure of a communications or Internet provider; failure in whole or in part of suppliers to deliver materials on schedule, interruption or delays of carriers; criminal acts of third parties; embargoes, sanctions or any then prevailing Applicable Law, including export or import controls, or other act or order of any court, government or governmental agency; requests of any government of competent jurisdiction or any officer, department, agency or committee thereof, including requisition or allocation or establishment of priority, or by compliance with a request authorized by such Relevant Authority of any manufacturer for material to be used by it; or by new dynamics caused by any such occurrence or by any similar occurrence beyond the Maiden's Well's reasonable control, fault or negligence, such event is a "Force Majeure Event"). For avoidance of doubt, a claim of a Force Majeure Event or allocation by any of Maiden's Well's suppliers shall be deemed to be a Force Majeure Event impacting Maiden's Well. Notwithstanding anything contained or implied in these Terms and Conditions, Maiden's Well shall not be required to suffer an adverse economic impact

or to settle a labor dispute against its will in the performance of its obligations hereunder in an effort to avoid or cure a Force Majeure Event.

b) Allocation. If, at any time, in Maiden's Well's opinion, there is a shortage of supply of Products for any reason, then Maiden's Well may allocate its inventory with no liability on Maiden's Well's part for failure to deliver the quantity or any portion thereof specified on any order, and Customer waives any right to assert a claim against Maiden's Well in that regard.

c) Nature of Relationship. Neither party nor its employees, permitted contractors, or agents will, under any circumstances, be considered to be an agent, partner, joint venturer, franchisee/franchisor, employee or representative of the other party, or anything other than an independent contractor for all purposes of these Terms and Conditions, and except as may be authorized specifically in writing, neither party has express or implied authority to bind the other or pledge the credit of the other in any manner whatsoever by virtue of these Terms and Conditions. Further, neither party is granted any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other in any manner whatsoever.

d) Assignment. These Terms and Conditions will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees. Provided, however, Customer shall not transfer, assign or delegate its rights or obligations under these Terms and Conditions or any portion thereof without the prior written consent of Maiden's Well, which may be withheld in Maiden's Well's sole discretion. To the extent that Maiden's Well approves of any assignment, Customer shall cause each such assignee to be bound in writing by these Terms and Conditions, which may be deemed applicable thereto and Customer shall deliver to Maiden's Well the written agreement of any such assignee to be so bound. Customer and such assignee shall be jointly and severally responsible for compliance with these Terms and Conditions. Maiden's Well may, without notice, assign these Terms and Conditions, in whole or in part, to any of its affiliates or in connection with the transfer or sale of all or substantially all of Maiden's Well's business related to these Terms and Conditions. Further, Maiden's Well will have the right, without the prior approval of Customer, to appoint contractor(s) or agent(s) to perform certain services hereunder. No assignment or delegation relieves the assigning or delegating party of its obligations which arose prior to the effective date of the permitted assignment. Any purported assignment in violation of this Subsection shall be void and of no effect.

e) Representations and Warranties.

   i. Mutual Representations and Warranties. Each party represents and warrants that it: (A) is authorized to enter into these Terms and Conditions and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party; and (B) has or shall obtain all appropriate consents or permissions to perform its obligations under these Terms and Conditions and to disclose any information to the other Party.

   ii. Customer Representations and Warranties. Customer further represents and warrants that it: (A) owns all right, title, and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by these Terms and Conditions, any programming, materials, specifications, data or content furnished by Customer to Maiden's Well in connection with Maiden's Well's performance of the Services; (B) shall comply with all Applicable Law (including permitting, registration and licensing requirements) related to its performance hereunder and in the receipt, handling, storage, possession, transport,

disposal, purchase, resale, or use of any Product; and (C) understands and agrees that the Products and Services provided by Maiden's Well are intended for purchase and use by persons or entities acting in a professional, business, or trade capacity (each, a "Commercial Customer"), and are not intended for purchase or use by consumers for personal, family, or household purposes, and that by ordering Products or Services, Customer represents and warrants that it is a Commercial Customer engaging in a commercial transaction.

f) Governing Law. These Terms and Conditions are made pursuant to, and will be construed and enforced exclusively in accordance with, the internal laws of the State of Missouri (and U.S. federal law, to the extent applicable) without giving effect to otherwise applicable principles of conflicts of law. Any lawsuit arising from or related to these Terms and Conditions must be brought exclusively before the applicable state or federal court in Missouri, and each party hereby consents to the jurisdiction of any such court. The parties hereby expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions, including Article 35(2) thereof. Each party hereto expressly and irrevocably waives any and all rights to trial by jury in an action, proceeding or claim relating to or arising in any way from these Terms and Conditions, any documents executed in connection with these Terms and Conditions, or any transaction contemplated in any such documents. Customer and Maiden's Well each acknowledge that the foregoing waiver is knowing and voluntary. Customer expressly waives any objection that it may have now or later to the venue or jurisdiction of any action, including based upon lack of personal jurisdiction, improper venue, forum non conveniens, or similar grounds. Any action arising under these Terms and Conditions, other than for non-payment, must be brought within one (1) year from the date that the cause of action arose.

14. Entire Agreement; Non-Waiver; Headings; Severability; Survival

a) Entire Agreement. These Terms and Conditions, together with Maiden's Well's accepted quotation or estimate and the corresponding Customer purchase order, comprise the entire agreement between the parties with respect to the sale of the Products, superseding all prior or contemporaneous written or oral statements, understandings, inducements, conditions or representations relating to that sale, except for any separately executed confidentiality agreements. No cancellation, amendment, modification, deletion, addition or waiver of the terms of these Terms and Conditions will be binding on Maiden's Well unless reduced to writing and signed by an authorized officer of Maiden's Well, and in the case of a waiver, will be effective only in the specific instance and for the specific purpose for which given, and will not be construed as a waiver of any subsequent breach. No course of dealing, usage of trade, trade custom, course of performance or Customer's terms and conditions will supplement, explain, or amend any term, condition, or instruction of these Terms and Conditions or any shipment of Products hereunder. Clerical or computer errors on a Maiden's Well website or on the face of any Maiden's Well quotation, invoice, or other form will be subject to correction by Maiden's Well.

b) Non-Waiver. The failure of either party to enforce at any time or for any period of time any of the provisions of these Terms and Conditions will not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. No waiver shall be effective unless it is in a writing and signed by the party against whom the waiver sought to be enforced.

c) Headings. The Section headings used in these Terms and Conditions have been inserted for convenience of reference only and do not constitute a part of, and will not be considered in construing, these Terms and Conditions.

d) Severability. If any portion of these Terms and Conditions are held by a court of competent jurisdiction to be invalid for any reason, the remainder of these Terms and Conditions will not be deemed invalid but will remain in full force and effect.

e) Survival. Any provision of these Terms and Conditions which either expressly or by its terms is intended to survive termination of these Terms and Conditions, shall remain in full force and effect following the termination of these Terms and Conditions, including the following: Payment Terms; Product Warranties; Limitation of Liability; Indemnity; Customer's Obligations; Intellectual Property Rights; and Miscellaneous.

f) No Third Party Beneficiary Rights. These Terms and Conditions are not intended to and will not be construed to give any third-party any interest or rights (including any third-party beneficiary rights) with respect to or in connection with the subject matter of these Terms and Conditions, except as otherwise expressly provided for in these Terms and Conditions.

g) Governing Language. It is the express intent that this Agreement be written in English, and that only the English version of these Terms and Conditions bind the parties. All communications and proceedings, judicial or otherwise, of any kind related to these Terms and Conditions shall be in the English language. Any translation of these Terms and Conditions into another language shall be for information purposes only.

h) Remedies and Reimbursement. The rights and remedies of Maiden's Well under these Terms and Conditions are cumulative and are in addition to any rights or remedies available under applicable law. Maiden's Well may seek injunctive or other equitable relief where appropriate, subject to the requirements of applicable law. To the extent permitted by applicable law, Customer shall reimburse Maiden's Well for reasonable legal fees, court costs and collection expenses incurred in successfully enforcing Customer's obligations under these Terms and Conditions, including the recovery of overdue payments. Nothing in this Section shall exclude or restrict any right or remedy that cannot lawfully be excluded or restricted.