PURCHASE ORDER TERMS AND CONDITIONS
(FOR GLOBAL PURCHASE OF PRODUCTS AND SERVICES)

These terms and conditions ("***Terms and Conditions***") apply to the purchase order (**"*Purchase Order*"**) issued by **Cytek Biosciences, Inc.**, a Delaware corporation, with offices at 47215 Lakeview Boulevard, Fremont, California 94538 and/or its Affiliates (collectively, ***"Buyer"***) to the entity identified on the Purchase Order ("***Seller***") for the purchase of products, materials, equipment or services specified in such Purchase Order ("***Product(s)***"). "***Affiliate***" means any entity which directly or indirectly controls, is controlled by or is under common control with a party, including subsidiaries, parent companies, and any associated businesses.

1. Purchase Order. Seller shall sell and supply the Products to Buyer and Buyer shall purchase such Products from Seller in accordance with the Purchase Order and these Terms and Conditions. Seller agrees that Seller's confirmation of Purchase Order, commencement of performance of services, supply of Products and/or acceptance of payment thereunder shall constitute Seller's acceptance of these Terms and Conditions. BUYER HEREBY OBJECTS TO AND REJECTS ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER IN ITS QUOTATION, ACKNOWLEDGEMENT, STANDARD TERMS AND CONDITIONS, INVOICE, CLICK-THROUGH LINKS OR OTHERWISE, WHETHER PREVIOUS, CONCURRENT OR SUBSEQUENT HERETO ("***SELLER'S TERMS AND CONDITIONS***"). PAYMENT FOR OR ACCEPTANCE OF SELLER PRODUCTS SHALL NOT CONSTITUTE ACCEPTANCE BY BUYER OF ANY SELLER'S TERMS AND CONDITIONS.

2. Shipping, Title and Risk of Loss. Seller shall ship all Products in compliance with applicable export and import control laws and regulations to Buyer in new condition and in accordance with the specifications set forth in the Purchase Order (the "***Specifications***"). All Products shall be delivered Carriage and Insurance Paid to (CIP) (Incoterms 2020) Buyer's location. Title and risk of loss shall pass to Buyer when Products are delivered to the agreed destination. Seller shall convey to Buyer good title, free and clear of all liens and other security interests. Freight charges shall be covered by Seller unless otherwise specified in the Purchase Order. If requested by Buyer, Seller agrees to use Buyer's designated freight forwarder for the shipment of Products. Buyer will provide the relevant information of its designated freight forwarder (freight forwarder's name, account number etc.) after Seller's confirmation of the Purchase Order.

3. Software. If the Products include or incorporate software, any copyrightable material or inventions developed, owned or licensed by Seller (***"Software and Material"***), use of the Software and Material shall be subject to Seller's End User License Agreement, if applicable (the ***"EULA"***), or, if no such EULA is provided, shall be subject to Buyer's standard end user license agreement terms.

4. Quality Control and Documentation.

A. Quality Control. If the Products are subject to the compliance of FDA's Good Manufacturing Practices (**"*GMP*"**) and International Organization Standardization 13485 ("***ISO 13485***"), Seller shall maintain and follow a quality control and testing program consistent with requirements of GMP and ISO 13485 (collectively, the "***Quality Control Procedures***"), or as otherwise agreed by the parties through a separate quality agreement. Seller shall supply to Buyer Products that are manufactured in accordance with the Quality Control Procedures and all other applicable requirements of the FDA and of regulatory authorities relating to manufacture and supply of Products by Seller, and all other applicable laws and regulations ("***Regulatory Standards***"). Each Product shall conform to the ***"Product Warranty"*** (as defined in Section 7), these Terms and Conditions and applicable Purchase Orders (each, a ***"Conforming Product"***).

B. Buyer's Right to Review and Audit. If the Products are subject to the compliance with GMP and/or ISO 13485, then for a period of three (3) years following delivery of the Products, upon reasonable request by Buyer, Seller will provide Buyer with documentation and results relating to Quality Control Procedures, and Buyer shall have the right to audit, survey, or verify the adherence of Seller to the Quality Control Procedures, which shall be conducted no more than (1) once per 12-month period. In addition, upon reasonable prior written request to Seller, Buyer shall have the right to have representatives visit the manufacturing facilities of Seller during normal business hours to review Seller's manufacturing operations, to assess its compliance with applicable

Regulatory Standards, and the Quality Control Procedures, and to discuss any related issues with Seller's manufacturing and management personnel.

C. Product Documentation. Seller shall enclose with each shipment of Products (i) one (1) complete up-to-date set (in electronic or paper format) of its standard user and technical manuals setting forth pertinent information relating to the operation, installation and maintenance of Products, including all warranties and Product warnings, (ii) a signed written certificate of compliance confirming that (a) the Product meets the required Specifications; (b) was manufactured in accordance with applicable Regulatory Standards; and (c) if Seller is supplying Product to Buyer for the first time, supplying new revisions of Products, or supplying Products with revision change, Seller shall also enclose with each shipment of Products the First Article Inspection Reports in appropriate format, which shall include the following information as minimum: part name, part number (P/N), revision level (Rev), date of manufacture, lot code, date code, all drawings, name and signature of person completing the report etc. (***"Product Documentation"***). Buyer shall have the right to use, reproduce and translate information contained in the Product Documentation for marketing, installation, maintenance and repair of Products and for such other purposes as Seller may expressly authorize in writing. Seller shall supply Product Documentation in specific language required by Buyer at no additional cost to Buyer. Seller shall maintain all Quality Control and Product Documentation for each batch of Product for a period of five (5) years after Seller delivers such Product to Buyer.

5. Purchase Price and Payment Terms.

A. Seller shall sell the Products to Buyer at the purchase prices set forth on the applicable Purchase Order (***"Purchase Price"***). Subject to the Terms and Conditions herein, and except as otherwise set forth on a Purchase Order, Buyer will remit payment of the Purchase Price due (less any applicable discounts or offsets) for each Conforming Product within sixty (60) days of the invoice date, provided that the invoice is undisputed and date shall not be earlier than the date the Products are actually shipped to Buyer. All payments shall be made in U.S. currency, unless both parties expressly agree otherwise in writing.

B. The Purchase Price for each Product shall be all-inclusive and represents the sole and exclusive consideration to Seller for the Products or otherwise.

6. Cancellation of Purchase Orders. For non-customized Products, Buyer may cancel any Purchase Order, in whole or in part, without penalty, further obligation or liability to Seller by providing Seller notice of such cancellation electronically, by facsimile or by mail, prior to the scheduled ship date specified in the Purchase Order. If non-customized Products have already been shipped, Buyer may return the Products in accordance with Seller's return policy. For customized Products, Buyer may cancel the Purchase Order at any time beyond the agreed lead times as set forth in Seller's quotation forms ("***Lead Times***") without incurring any cancellation fees, penalty, further obligation or liability to Seller. If cancellation occurs within such Lead Times, the Purchase Order can be canceled provided that Buyer is responsible for documented, reasonable materials and labor costs incurred by Seller up to the date of cancellation notice. For the avoidance of doubt, in any event, such documented, reasonable cancellation costs shall exclude any Seller's profit margin or markups. Upon receipt of cancellation notice, Seller shall (i) stop work on the date and to the extent specified in the cancellation notice; (ii) make diligent efforts to terminate all lower-tier purchase orders and subcontracts to the extent they relate to the terminated Purchase Order; (iii) return all the materials or components Seller purchased for the terminated Purchase Order to the extent that they are returnable in accordance with the return policy of lower-tier suppliers or subcontractors; (iv) promptly advise Buyer of the quantities of Products and work-in-process on hand prior to termination and the most favorable disposition that Seller can make thereof; and (v) comply with Buyer's instructions regarding transfer and disposition of title of such Products and work-in-process.

7. Product Warranty; Representations; Inspection; Acceptance.

A. Product Warranty. Seller hereby warrants to Buyer that for a period not less than twelve (12) months following Buyer's acceptance of the Products (the ***"Warranty Period"***) such Product shall: (i) be fit for its intended purpose; (ii) be safe, of good quality and free from any errors and defects in materials, manufacturing, workmanship, and design; (iii) operate in conformity with the performance, functionality, and other specifications contained in its Product Documentation; (iv) conform to all Specifications, drawings, and descriptions referenced or set forth in the applicable Purchase Order or Seller's advertising brochure; and (v) complies with applicable standards

and meets testing requirements of approval agencies, or laws and regulations, if applicable (collectively, the ***"Product Warranty"***). Notwithstanding anything contained herein to the contrary, if Products are incorporated into Buyer's own products that are commercialized and sold to Buyer's Customer(s), Buyer may, at its option, assign or otherwise transfer the Product Warranty, in whole or in part, or the rights arising out of such Product Warranty on any particular Product(s) to Buyer's Customer(s); whereupon (ii) Buyer's Customer(s) may enforce such Product Warranty against Seller on, in, and for Buyer's Customer's own behalf, name, and benefit, and (ii) Buyer may enforce such Product Warranty against Seller on, in, and for Buyer's or Buyer's Customer's behalf, name, or benefit.

B. **Warranty Obligations**. During the Warranty Period, by providing written notice to Seller, Buyer may require Seller to repair or replace any Product that fails to meet Buyer's Specifications or otherwise fails to conform to its Product Warranty in any respect whatsoever (***"Defective Product(s)"***). If a defect can be corrected, Seller shall take prompt action to correct the defect and provide Buyer with a response within five (5) business days of Buyer's written notice. If a defect cannot be correct and/or Seller does not provide Buyer with a response within ten (10) business of Buyer's written notice, Buyer may return the Defective Product and Seller shall promptly provide Buyer a refund equal to the full amount of the Purchase Price originally paid by Buyer for the Product. All return or replacement shipments or storage of Defective Products to Seller shall be at Seller's sole cost, risk, and expense. Buyer is entitled to impose a reasonable handling fee not to exceed ten percent (10%) of the value of the Defective Product for all returns or replacements of Defective Products. Upon receiving Buyer's request of return or replacement for Defective Product, Seller shall promptly provide its Freight Forwarder's information for shipment. Seller shall bear all shipping cost for returns and the replacement of a Defective Product with a new Conforming Product. At the end of the Warranty Period, upon Buyer's written request, Seller will make available to Buyer any technical documentation (including schematic diagrams), repair parts and training as may be reasonably necessary for Buyer to maintain and repair the Products.

C. **Representations.** Seller represents and warrants that (i) the Products shall be free and clear of any and all encumbrances, liens, or other third party claims; (ii) the Product shall be manufactured in compliance with all laws, regulations, and administrative rules applicable to Seller; and (iii) the Products, in the form provided by Seller to Buyer shall not infringe or misappropriate the intellectual property rights of any third party.

Each party hereby represents and warrants to the other party that: (a) it has not been debarred by any applicable regulatory authority, and has not been convicted of a crime that could lead to such debarment; (b) it shall not enter into any agreement or arrangement with any other entity that would prevent or in any way interfere with its ability to perform its obligations pursuant to this Agreement; (c) such party has taken all necessary action on its part to authorize the execution and delivery of these Terms and Conditions and the performance of its obligations hereunder; (d) these Terms and Conditions have been duly accepted and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms; and (e) the performance of such party's obligations hereunder do not conflict with, or constitute a default or require any consent under, any contractual obligation of such party.

D. **Inspection and Notice of Defects.** All Products shall be subject to inspection by Buyer prior to acceptance and payment of the Purchase Price. Buyer will inspect Products promptly after delivery and will inform Seller of any apparent defect within thirty (30) days after the date of delivery. Notwithstanding the foregoing, if a Product requires installation, Buyer will inform Seller of any apparent defect within thirty (30) days after the date of installation and shall not be deemed to have accepted such Products until such period expires (or earlier if confirmed in writing by Buyer). If Buyer notifies Seller about the Defective Products, Seller shall, at the option of Buyer: (i) replace the Defective Products in accordance with the Warranty Obligations set out in Section 7.B. above as soon as possible, (ii) promptly repair the Defective Products without any additional cost to Buyer, if repairable, or (iii) reimburse Buyer the full amount of the Purchase Price originally paid by Buyer for the Defective Product. If the Products have a defect that, despite all reasonable due skill, care and diligence, cannot be detected during inspection and testing but becomes apparent only at a later stage, after acceptance (such defect a ***"Latent Defect"***), such Latent Defect will be addressed under the Product Warranty.

E. **Late Delivery/Timely Performance.** Seller acknowledges and agrees that time is of the essence with respect to Seller's performance. Seller's production and/or delivery of the Products in strict accordance with the Lead Times and delivery schedule is a material condition of these Terms and Conditions. Seller agrees that

the Lead Times or delivery schedule shall not be modified except with mutual agreement with Buyer. Acceptance of late delivery shall not constitute a waiver of this provision. Seller shall give immediate notice to Buyer of any likely delay in delivery of which it becomes aware and shall provide Buyer with prompt and reasonable notice of the re-scheduled delivery date. If Seller is late with any delivery of Products (based on the delivery date provided in Purchase Order), upon Buyer's written consent, Seller may rectify the delay and fulfill the delivery by setting up a reasonable new delivery date. If Seller fails to deliver the Products by the new delivery date, Buyer shall have the right to cancel the Purchase Order for delayed Products at any time before delivery. Further, should either party perceive that a shortfall in the quantity of Product delivered by Seller is likely to occur for any reason, the parties shall discuss in good faith appropriate steps to alleviate any such a shortfall. In the event Seller will be unable to timely deliver Products to Buyer in accordance with Purchase Order, Buyer shall have the right to purchase replacement Products from a third-party vendor and if the price for such Products is greater than the price Buyer would have otherwise paid to Seller under the Purchase Order, Seller will pay Buyer such excess cost. If Seller fails to deliver Products in accordance with the delivery schedule as set forth in the Purchase Orders, Seller will be responsible for additional costs to cover premium freight and any other associated costs required to supply Product to Buyer as soon as possible.

F. Rights and Remedies. Buyer shall not be obligated to accept or pay for: (i) any Products in excess of the quantity specified on the Purchase Order (***"Excess Product(s)"***); (ii) Products that have been damaged or destroyed while in transit; (iii) deliveries arriving more than five (5) days in advance of the delivery date specified on the Purchase Order (***"Premature Product(s)"***); or (iv) any Product not received at the delivery location by the delivery date specified on the Purchase Order or if approved by Buyer, the new delivery date (***"Undelivered Product(s)"***). Nothing herein shall limit Buyer's right to cancel a Purchase Order for Defective Products and Undelivered Products under these Terms & Conditions or applicable law.

8. Confidential Information. All Confidential Information (as defined herein) delivered by Buyer to Seller are the property of Buyer. Seller agrees that Confidential Information shall be used solely for the purpose of Seller's performance of the Purchase Order. Seller shall not use or disclose, directly or indirectly, to any other person, corporation, firm or entity, at any time any Confidential Information of which Seller becomes or has become aware, whether or not any information is developed by Seller, without Buyer's prior approval and written consent. Seller shall take all appropriate steps to safeguard Confidential Information and protect such information against disclosure, misuse, espionage, loss and theft. Seller acknowledges that his failure to comply with this paragraph may irreparably harm the business of Buyer, and in the event of such failure Buyer may seek immediate injunctive relief in addition to any rights and remedies available to it. As used herein, ***"Confidential Information"*** shall mean information which is made available to Seller, or is developed by Seller on behalf of Buyer, in connection with the performance of these Terms and Conditions, relating to Buyer or any of its affiliates' business; operations' organization; patent and patent applications, trade secrets, ideas, techniques, inventions, know-how, processes, algorithms, software programs, software source documents, formulae; Specifications, documents and prototype articles; financial condition; plans; designs; marketing plans; business methods, customers and all similar and related information in whatever form which Seller knew, or reasonably should have known, was the Confidential Information of Buyer. Confidential Information shall not include information that (a) was in the public domain at the time it was disclosed to Seller; (b) entered the public domain subsequent to the time it was disclosed to Seller, through no action or inaction of Seller; (c) was in Seller's possession free of any obligation of confidence at the time it was disclosed to Seller; (d) was rightfully communicated to Seller free of any obligation of confidence subsequent to the time it was disclosed to Seller; (e) was independently developed by employees or agents of Seller without use of or reference to any Confidential Information; or (f) the disclosure is required by applicable law, regulation or a valid order of a court or other governmental body having jurisdiction, provided that, if legally permissible, Seller provides Buyer with reasonable prior written notice of such disclosure. Upon the cancellation or termination of these Terms and Conditions, or if requested by Buyer in writing, Seller shall promptly deliver to Buyer or destroy (if requested by Buyer in writing), all Confidential Information. Seller shall provide Buyer with written certification that all Confidential Information has been returned or destroyed, as applicable, upon Buyer's written request. These Confidentiality obligations shall survive termination or expiration of these Terms and Conditions for three (3) years.

9. Indemnification. Seller agrees to defend, indemnify and hold Buyer, its directors, officers, employees, agents, contractors and professional advisors harmless from and against all damages, losses, claims, costs and expenses (including reasonable attorneys' fees) arising out of the following: (a) the acts or omissions of Seller, its

directors, officers, employees, agents, contractors and professional advisors; (b) any allegation that a Product infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of a third party; (c) any violations by Seller of applicable laws or regulations; (d) Seller's breach of the Agreement; and (e) Seller's failure to comply with applicable governmental import requirements and/or the requirements of Section 10.B. This clause shall not be applicable if such damages or losses are caused by acts or omissions of Buyer or its directors, officers, employees, agents, contractors and professional advisors. Buyer shall give Seller prompt notice of any such claims and shall permit Seller to control the defense and settlement of claims and shall reasonably cooperate with Seller in connection with the defense and settlement of claims. Seller shall not settle any such claim without the prior written consent of Buyer. The foregoing indemnification obligations shall not be limited by the amount or existence of insurance maintained or provided by Seller.

10. Compliance Provisions and Representations.

A. Compliance with Laws. Each party shall perform its obligations hereunder in compliance with all applicable laws, regulations, and other legal requirements.

B. Seller Import Requirements. Seller represents that it shall fully comply with applicable governmental import requirements as they relate to the Products and the jurisdictions into which Seller is selling the Products. Seller shall promptly and fully notify Buyer if that it receives an inquiry or any other notice from any governmental agency regarding Seller's compliance with any and all import requirements as they relate to the Products or any component part thereof. In addition, (i) Seller acknowledges and understands Buyer's position of no transactions with Republic of Crimea\autonomous Republic of Crimea, Cuba, Iran, North Korea, Sudan, Syria and any other countries or regions subject to applicable trade restrictions or sanctions imposed by the United States (***"Buyer's Position"***), and confirms that Seller will comply with Buyer's Position on all transactions hereunder; (ii) Seller agrees not to sell, re-export or transfer any products, software, technical data, technical information or services to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable US export and re-export legislation, and measures administered by the European Union, or the government agencies of any other countries.

C. No Bribes. Seller will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (including but not limited to gifts, contributions, travel, and/or entertainment) to any person or organization, including any employee of Seller's or Buyer's Customers, or any "***Government Official"*** (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. Seller will take appropriate actions to ensure that any person representing or acting under its instruction or control ("***Seller's Agents***") will also comply with this Section.

D. No Kickbacks. No part of the payment of any amounts payable under the Purchase Order will be distributed as a kickback to Buyer, its affiliates or Buyer's Customers, or any of its employees or their family members for the purpose of improperly influencing any person in a position of authority to act in a manner that may harm or benefit any party. A "kickback" is defined as any payment, gift, or favor given or received. Seller shall ensure that all employees, agents, and subcontractors comply with this provision.

E. No Payments for Improper Activities. Buyer will not be required under any circumstances to take any action or make any payments that Buyer believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws (Anti-Corruption Laws include, collectively, the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010, laws under the OECD Anti-Bribery Convention and any other relevant local anti-bribery and anti-corruption laws and regulations). If Buyer at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Buyer may withhold any commission, compensation, reimbursement, or other payment until such time as Buyer has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Buyer shall not be liable to Seller for any claim, losses, or damages whatsoever related to Buyer's decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

F. Visit/Inspection/Audit by Regulatory Body. If the development, manufacture, market approval, sale, distribution, packaging or use of any Product purchased by Buyer is subject to regulation or oversight

by any governmental regulatory authority, including but not limited to the U.S. Food and Drug Administration (a "***Regulatory Body***"), Seller shall provide Buyer with prompt written notice within twenty-four (24) hours if an authorized agent of any Regulatory Body intends to visit, inspect or audit Seller's facilities and shall provide Buyer with a copy of any written document received from such Regulatory Body as it relates to the Products. Additionally, Seller will provide Buyer with written notice if any such visit, inspection or audit could in any way be reasonably deemed to affect Seller's ability to supply Products in a timely manner.

G. **Modern Slavery and Child Labor Law Compliance.** Seller represents and warrants that it complies with all applicable laws and regulations regarding modern slavery, human trafficking and child labor, including the California Transparency in Supply Chains Act, the EU Directive 2011/36/EU and the UK Modern Slavery Act 2015, and any other relevant local or international laws and regulations. Seller shall take all necessary steps to ensure that no part of its operations, those of its suppliers and subcontractors, and its supply chain is involved in modern slavery, forced labor, child labor, or human trafficking, and will implement all necessary steps to prevent such practices. Seller shall maintain written policies and procedures to prevent and address such practices and shall provide Buyer with evidence of such compliance upon request. Seller shall promptly notify Buyer of any actual or suspected incidents of modern slavery, human trafficking and child labor within its operations, its suppliers and subcontractors, or supply chain.

H. **Data Privacy.** Seller shall comply with all applicable data protection laws and regulations in relation to the collection, processing, and storage of personal data, including the General Data Protection Regulation (GDPR), UK General Data Protection Regulation (UK GDPR), the California Consumer Privacy Act (CCPA) and any other relevant local or international laws and regulations. Seller agrees to implement appropriate technical and organizational measures, as well as maintain written policies and procedures, to protect personal data against unauthorized access, loss, or destruction. Seller shall only process personal data in accordance with Buyer's instructions and shall not retain such data longer than necessary for the purposes of the agreement. Seller agrees to promptly notify Buyer of any actual or suspected data breaches and to cooperate fully in any investigations or remediation efforts.

I. **Conflict Minerals.** Seller represents, warrants and covenants that, to Seller's knowledge after reasonable investigation, the Products are, and upon delivery will be, DRC Conflict Free (as such term is defined in the US Securities Exchange Act of 1934, as amended by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related rules and regulations of the US Securities and Exchange Commission). Seller shall promptly notify Buyer in writing in the event that Seller is or becomes aware of any reason to believe that the goods are not DRC Conflict Free. To the extent Seller procures gold, tin, tantalum and/or tungsten from a smelter or refiner for incorporation into the goods, Seller represents, warrants and covenants that such materials shall be procured solely from one or more of the smelters or refiners appearing on the applicable compliant smelter and refiner list available at www.conflictfreesmelter.org. In connection with Buyer's legal disclosure obligations regarding conflict minerals, if any, Seller hereby agrees to provide Buyer with requested information in a timely manner.

J. **RoHS and REACH Requirements**. Seller represents and warrants that it will comply, if applicable, with any and all applicable global, federal, state or local governmental laws, regulations and orders, including but not limited to the following: (a) European Directive 2011/65/EU of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("***RoHS 2***"), as implemented by the various member states of the European Union, and (b) European Directive 2012/19/EU of 4 July 2012 on Waste Electrical and Electronic Equipment ("***WEEE 2***"), as implemented by the various member states of the European Union, (c) requirements associated with China RoHS2 (as of July 1 2016), (d) the UK Sale of Goods Act 1979, and (e) Regulation (EC) No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("***REACH***") that applies to or affects the Products supplied by Seller to Buyer. In the event that Seller becomes aware that any representation or warranty set forth in this Section is not accurate, or ceases to be accurate, Seller shall: (A) promptly notify Buyer; (B) ensure that such a substance is registered and/or notified to the European Chemicals Agency, as applicable, pursuant to REACH, and that the said registration and/or notification includes Buyer's use of the substance; (C) provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Products or fulfill Buyer's own obligations under REACH; and (D) use best efforts to ensure, if applicable, that authorization for Buyer's use of each such a substance is granted pursuant to REACH,

regardless of whether the substance is delivered as such or in the form of "preparations" or contained in "articles" within the meaning of REACH.

K. Termination Rights. Buyer reserves the right to terminate these Terms and Conditions immediately if Seller is found to be in breach of the obligations set forth in this Section.

11. Survival. The provisions of these Terms and Conditions that by their nature are intended to survive the termination or expiration of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions.

12. Miscellaneous.

A. Entire Agreement; No Modification. These Terms and Conditions are the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to these Terms and Conditions or Purchase Order will be effective unless in writing and signed by the party to be charged.

B. Waiver. No waiver of any provision of these Terms and Conditions (or any right or default hereunder) shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these Terms and Conditions or applicable law in connection with any other instances or circumstances.

C. Choice of Law and Venue. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles. The parties hereby acknowledge that the rules of the United Nations Convention on contracts for international sale of goods shall not apply hereto and shall not be used for interpretation of the sale of products hereunder.

D. Assignment. Nothing in these Terms and Conditions may be assigned or delegated by Seller without the prior written consent of Buyer, which shall not be unreasonably withheld.

E. Independent Contractors. The parties to these Terms and Conditions are independent contractors. Neither party nor its respective employees, consultants, contractors or agents are agents, employees or joint ventures of the other, nor do they have any authority to bind the other by contract or otherwise to any obligation.

F. Counterparts; Electronic Signature. These Terms and Conditions may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute together the same instrument. Each party agrees that electronic signatures, whether digital or encrypted, of the parties are intended to have the same force and effect as manual signatures. The exchange of copies of these Terms and Conditions and of signature pages by electronic mail in "portable document format" or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of these Terms and Conditions as to the parties and may be used in lieu of an original Agreement for all purposes.

G. Severability and Waiver. If any provision of these Terms and Conditions is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render these Terms and Conditions unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.